



COMMON COUNCIL MEETING AGENDA

TUESDAY, JANUARY 3, 2017
AT 7:00 P.M.

-
1. Call Meeting to Order / Roll Call
 2. Pledge of Allegiance
 3. Approval of Minutes: 12/20/16

New Business

MAYOR & COMMON COUNCIL

4. **Resolution:** Consider Resolution No. 11785-010317, approving an Amendment to City of Oak Creek Marketing Magazine Services Contract. (by Committee of the Whole).
- 5a. **Motion:** Consider Ordinance No. 2835, fixing the salary ranges, salary, wages, and allowances for part-time personnel and City offices and positions for the year 2017, as recommended by the Personnel Committee (by Committee of the Whole).
- 5b. **Motion:** Consider Ordinance No. 2836, fixing the salary ranges, salary, wages and allowances for non-union, general, management personnel and other City offices and positions for the year 2017, as recommended by the Personnel Committee (by Committee of the Whole)
6. **Resolution:** Consider Resolution No. 11781-010317, acknowledging and filing the 2017 calendar year salary grade plan and benefits for Library personnel (by Committee of the Whole).
7. **Motion:** Consider a motion to approve the Vendor Summary Report in the amount of \$369,534.18 (by Committee of the Whole).

FIRE

8. **Motion:** Consider a motion to approve the Emergency Medical Services (EMS) agreement for paramedic services between Milwaukee County Office of Emergency Management EMS Division for the years 2017 and 2018 (by Committee of the Whole).
9. **Motion:** Consider a motion to approve the purchase of a new Pierce Quantum fire engine, from Reliant Fire Apparatus, Inc., in an amount not to exceed \$575,000 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

10. **Ordinance:** Consider Ordinance No. 2834, amending the Comprehensive Plan and Planned Land Use map for the properties at 331 & 401 E. Oak Street to reflect the change in land use from Planned Office to Planned Industrial. (1st District)

ENGINEERING

11. **Motion:** Consider a motion to approve the installation of "No Parking Anytime" signs on the south side of E. Centennial Drive, at the private driveways for Centennial Apartments (3rd District).

LICENSE COMMITTEE

License Committee did not meet prior to the Council meeting. Tentative recommendations are as follows:

12. **Motion:** Consider a motion to grant an Operator's license to the following (*favorable background report received*):
- Dean C. Poskonka, 3333 5th Ave., South Milwaukee (no employer listed)
13. **Motion:** Consider a motion to grant a 2017 Dog Kennel license to the following, with issuance subject to correction of conditions per Sanitarians order:
- * Sue Ann McCotter, Club K-9 LLC dba Central Bark Doggy Day Care, 1075b W. Northbranch Dr.
 - * Bradley Osgood, Brentwood Animal Hospital, 318 W. Ryan Rd.
14. **Motion:** Consider a motion to grant a 2017 Mobile Home Park license to the following, with issuance subject to final departmental approvals:
- * Fifth Avenue Development Group, LLC, dba Sunrise Shores, 8481 S. Fifth Ave.
 - * TCSC, LLC, dba Hy-View Mobile Home Court, 2331 W. College Ave.
 - * Joseph & Ellen Dentice, dba Oak Creek Estates, 2137-2301 W. College Ave.
15. **Motion:** Consider a motion to grant a 2017 Secondhand Article Dealer / Secondhand Jewelry Dealer license to Richard Radtke, Agent, Oak Creek Currency & Coin, 616 E. Ryan Road (*favorable departmental approvals received*).
16. **Motion:** Consider a motion to grant a 2017 Secondhand Article Dealer license to Troy W. Crawford, Agent, GameStop #6246, 8171 S. Howell Ave., #300, with issuance subject to final departmental approvals.
17. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes Section 19.85(1)(e) to discuss possible remediation and redevelopment of the property at 610 W. Rawson Avenue.
18. **Motion:** Consider a motion to reconvene into Open Session.
19. **Motion:** Consider a motion to take action, if required.

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, by fax at 766-7976, or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6th Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice

City of Oak Creek Common Council Report

Meeting Date: January 3, 2017 3

Item No.: 4

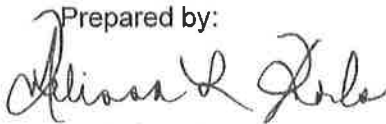
Recommendation: That the Common Council adopts Resolution No. 11785-010317, a Resolution Approving an Amendment to City of Oak Creek Marketing Magazine Services Contract.

Background: On March 15, 2016, the Common Council authorized the City to retain the professional services of Caprile Marketing/Design in an amount up to \$7,500 for the design, production and distribution of three 32-page (minimum) magazines in 2016. The intent was to produce a professional-quality, quarterly, full-color community lifestyle, event and activities magazine for Oak Creek residents and businesses. Additional stakeholders included the Oak Creek Franklin Joint School District, Milwaukee Area Technical College, Wispark, WIRED Development and Emerald Row LLC. Three magazine issues have been produced to date and mailed to approximately 16,000 Oak Creek households and businesses and non-Oak Creek resident families within the Oak Creek Franklin Joint School District.

The City has been very pleased with the magazine and would like to extend this contract. The current contract with Caprile Marketing/Design terminated on December 31, 2016 and provides for renewal for additional terms of one year by mutual written agreement of the parties. Attached for your consideration is the proposed Amendment to City of Oak Creek Marketing Magazine Services Contract as signed by Caprile Marketing/Design. The Amendment extends the contract to December 31, 2017; provides for four issues; clarifies stakeholders' financial contributions (the City contribution remains \$2,500 per issue); and updates the subcontracted photographer role.

Fiscal Impact: The City contribution to this quarterly magazine is \$2,500 per issue, which was allocated in the 2017 budget in Advertising and Promotion and Public Information/Newsletters.

Prepared by:



Melissa L. Karls
City Attorney

Respectfully submitted,



Andrew J. Vickers, M.P.A.
City Administrator

Approved by:



Leslie Flynn
Communications Coordinator

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11785-010317

RESOLUTION APPROVING AN AMENDMENT TO
CITY OF OAK CREEK MARKETING MAGAZINE SERVICES CONTRACT

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Amendment to City of Oak Creek Marketing Magazine Services Contract ("Amendment") be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Amendment in behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 3rd day of January, 2017.

Passed and adopted this ____ day of _____, 2017.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2017.

ATTEST:

Mayor Stephen Scaffidi

Catherine Roeske, City Clerk

VOTE: Ayes ____ Noes ____

AMENDMENT TO CITY OF OAK CREEK
MARKETING MAGAZINE SERVICES CONTRACT

This Amendment to the City of Oak Creek Marketing Magazine Services Contract (the "Amendment") is made and entered into this 18 day of December, 2016, by and between BARB CAPRILE d/b/a CAPRILE MARKETING/DESIGN, hereinafter called "Contractor" and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, hereinafter called "City".

This Amendment is attached to and incorporated herein by reference to the City of Oak Creek Marketing Magazine Services Contract authorized and agreed to between the parties on April 11, 2016 (the "Contract").

The Contractor and City hereby agree to amend the Contract as follows:

- A. Section 2.A. regarding SCOPE OF WORK shall read as follows: "Contractor shall be responsible for overall production, publication and distribution of a professional-quality quarterly (anticipated publications in February 2017, May 2017, August 2017 and November 2017) full-color community, lifestyle, event and activities magazine for the residents and businesses of the City of Oak Creek each consisting of a minimum 32 pages (the "Magazine")."
- B. Section 3.B. regarding STRUCTURE shall read as follows: "Stakeholders' financial contributions per issue (City \$2,500; Oak Creek Franklin Joint School District \$2,500 for February, August and November, and \$1,500 for May; Milwaukee Area Technical College \$1,500; Wispark \$1,500; WiRED Development \$1,000 for each of two issues only; and Emerald Row LLC \$1,500) shall be applied to defray magazine production, publication and distribution costs, with the balance of the costs raised by Contractor through the solicitation/selling of all advertising space for the Magazine."
- C. Section 3.F. regarding STRUCTURE shall read as follows: "Contractor's subcontracted photographer shall retain all rights of use of Magazine images and shall assign rights to City for each Magazine issue as well as other uses including social media, digital signage and Web and Internet use for a period of two (2) years, with accompanying photo credit given to the subcontracted photographer."
- D. Section 4. regarding TERM shall read as follows: "The term of this Contract shall be for a period commencing as of January 1, 2017 and terminating on December 31, 2017. Thereafter this Contract may be renewed for additional terms of one year by mutual written agreement of the parties."
- E. Section 5.A. regarding PAYMENT shall read as follows: "City shall pay the Contractor a maximum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) per each of the four (4) Magazine issues within fifteen (15) days of receipt of proper Invoice, consistent with City internal processing schedules, which sum shall constitute the entire City financial contribution."

It is understood and agreed that the language and agreement contained in this Amendment shall be binding upon the parties in addition to the language of the above-referenced Contract previously executed.

The parties hereto agree that all other terms and conditions of the previous Contract remain in full force and effect.

BARB CAPRILE
d/b/a CAPRILE MARKETING/DESIGN
Bayshore Place
5699 N. Centerpark Way, Suite 651
Glendale, WI 53217

By: barbaracaprile
Barb Caprile

CITY OF OAK CREEK
8040 S. 6th St.
Oak Creek, WI 53154

By: _____
Stephen Scaffidi, Mayor

City of Oak Creek Common Council Report

Meeting Date: January 3, 2017

5b.

Recommendation: The Personnel Committee recommends approval of Ordinance Nos. 2835 and 2836 fixing the salary ranges, salary, wages and allowances for non-union, full-time and part-time general, management personnel, and other city offices and positions for the year 2017.

Background: On December 20, 2016, wage adjustments for non-represented employees were recommended and the part time Ordinance was approved by the Personnel Committee. The Personnel Committee requested that the gun allowance and EMT pay be added to Section 3 of the Ordinance for Police and Fire employees. Therefore, Ordinance 2836 will be reviewed by the Personnel Committee again on January 3rd. The fiscal expenditures for these adjustments were reflected in the proposed 2017 City budget.

Fiscal Impact: The 2017 City of Oak Creek budget approved by the Common Council on December 9, 2016 includes a .7% increase to annual wages for full time and part time regular non-represented employees. Ordinances incorporating and allocating these wage adjustments are attached.

The budgeted expenditures are allocated as follows:

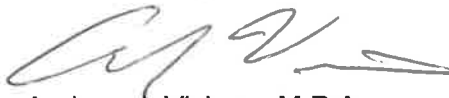
- \$46,480 total to increase base pay for 72 non-represented full time employees by .7%, including five market pay adjustments;
- \$7,700 to increase base pay by .7% for regular part time employees.

Prepared by:



Becky Schermer, A.B.D.
Human Resources Manager

Respectfully Submitted by:



Andrew J. Vickers, M.P.A.
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Ordinance No. 2835

By: _____

An Ordinance fixing the Salary Ranges, Salary, Wages and Allowances for Part Time Personnel and Other City Offices and Positions for the year: 2017

The Common Council of the City of Oak Creek do hereby ordain as follows:

Section 1: There is herewith established the uniform rates of pay of those certain offices and positions in the City services under the control of the Common Council of the City of Oak Creek affecting part-time and miscellaneous personnel for the year 2017. The proper city officials are hereby authorized and directed to make the required payments to those affected employees of the City, pursuant to this ordinance.

Section 2: Hourly Paid Employees (Part-Time)

Administrative Support Assistant	\$14.10	to	\$16.85
Building Inspector (part time)	\$30.21	to	\$35.35
Clerical Help (Other than ASA's)	\$10.07	to	\$15.31
Co-op (High School)	\$9.06	to	\$12.08
Court Liaison	\$16.31	to	\$19.33
Custodian	\$10.57	to	\$14.60
Dispatcher	\$19.66	to	\$25.03
Evidence Technician	\$10.57	to	\$16.11
Intern (College level)	\$10.57	to	\$12.59
IT Technician	\$18.13	to	\$22.54
Seasonal Laborers – Streets, Parks, & Forestry	\$10.57	to	\$14.10
Mechanic II (Part-Time)	\$20.33	to	\$22.27
Regular Laborers – Streets, Parks, & Forestry; Recycling Attendant	\$11.08	to	\$18.13
Police Aide	\$10.07	to	\$14.10
Public Health Nurse/Public Health Specialist	\$26.18	to	\$28.20
Recreation Coordinator	\$12.08	to	\$15.11
Recreation Department Leader	\$9.06	to	\$12.08
Recreation Department Specialist	\$10.57	to	\$23.16
Sanitarian	\$26.18	to	\$30.35
Technology Assistant	\$11.08	to	\$13.59

Section 3: Miscellaneous Employees

Assistant City Attorney (Part-Time)	\$	580.96	bi-weekly
Weed Cutting with Tractor	\$	100.00	per hour
Election Poll Workers	\$	9.06	to \$ 12.08
Chief Election Inspector	\$	9.06	to \$ 12.08

Note: All Election Poll Workers shall be required to attend briefing sessions the day prior to an election. Upon compliance with these requirements, each Election Poll Worker shall be entitled to additional pay for training hours. Poll Workers are entitled to two (2) breaks of one-half (1/2) hour each on election day. The Chief Election Inspector shall be responsible for delivering the election returns to the City Clerk.

Section 4: Auto Expense. The following personnel or members of the following departments shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage.

Police Department; Fire Department; Inspection Department; Treasurer; Engineering Department; Streets, Parks & Forestry Department; City Clerk's Office; City Administrator's Staff; Community Development Department; Health Department Staff; Information Technology Staff.

In order to qualify for the above mentioned auto mileage reimbursement, the officials and employees designated must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive mileage reimbursement, a Declaration of Coverage page stating the policy limits shall be provided annually by January 31 or upon policy renewal to the Human Resources Office.

Section 5: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 6: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of January 1, 2017.

Passed and adopted this ____ day of January, 2017.

President, Common Council

Approved this _____ day of January, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

ORDINANCE No. 2836

By: _____

AN ORDINANCE FIXING THE SALARY RANGES, SALARY, WAGES AND ALLOWANCES FOR NON-UNION, GENERAL, MANAGEMENT PERSONNEL AND OTHER CITY OFFICES AND POSITIONS FOR THE YEAR 2017

The Common Council of the City of Oak Creek do hereby ordain as follows:

SECTION 1: There is herewith established the uniform rates of pay of those certain offices and positions under the control of the Common Council of the City of Oak Creek affecting non-union, management, general, and miscellaneous personnel for the year 2017. The proper city officials are hereby authorized and directed to make the required payments to those affected employees of the City pursuant to this ordinance.

SECTION 2: The pay ranges and rates of pay of those certain offices and positions under the control of the Common Council of the City of Oak Creek affecting management, supervisory and non-union personnel shall be as follows provided that the salary range and salaries are subject to review by the Common Council. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Position Title	Current Salary	Salary as of 1/1/2017	Hourly Rate	Starting Salary	Top Salary
Accounting Associate	\$38,056	\$38,322	\$18.424	\$38,266	\$45,315
Administrative Support Supervisor	\$54,000	\$54,378	\$26.143	\$49,726	\$57,883
Assistant City Engineer	\$90,054	\$90,684	\$43.598	\$84,567	\$91,817
Assistant Director of Streets, Parks, and Forestry	\$70,868	\$71,364	\$34.309	\$70,135	\$77,783
Assistant IT Manager/Systems Administrator	\$85,000	\$85,595	\$41.151	\$85,595	\$87,609
Benefits Coordinator	\$68,442	\$68,921	\$33.135	\$63,127	\$70,003
Building Inspector	\$66,100	\$70,004	\$33.656	\$63,127	\$70,004
Building Inspector	\$69,517	\$70,004	\$33.656	\$63,127	\$70,004
City Forester	\$66,780	\$67,248	\$32.331	\$63,127	\$70,004
Communications Coordinator	\$68,994	\$69,477	\$33.402	\$50,460	\$70,344
Deputy Clerk	\$66,780	\$67,248	\$32.331	\$63,127	\$70,004
Deputy Comptroller/ Payroll Coordinator	\$62,688	\$67,469	\$32.437	\$63,127	\$70,004
Deputy Health Officer	\$70,066	\$70,556	\$33.921	\$70,135	\$77,783
Deputy Treasurer	\$56,262	\$56,656	\$27.238	\$56,126	\$62,242
Design Engineer	\$84,991	\$85,586	\$41.147	\$77,145	\$85,586

Position Title	Current Salary	Salary as of 1/1/2017	Hourly Rate	Starting Salary	Top Salary
Destination Marketing Specialist	Vacant	\$50,461	\$24.260	\$50,460	\$70,344
Dispatch Manager	\$64,971	\$65,426	\$31.455	\$63,127	\$70,004
Dispatcher Supervisor	\$55,024	\$55,409	\$26.639	\$49,726	\$63,369
Electrical Inspector	\$69,516	\$70,004	\$33.656	\$63,127	\$70,004
Environmental Engineer	\$84,991	\$85,586	\$41.147	\$77,145	\$85,586
Environmental Design Engineer	\$84,991	\$85,586	\$41.147	\$77,145	\$85,586
Facility Manager	\$87,801	\$88,416	\$42.508	\$84,567	\$91,817
GIS SharePoint Administrator	\$59,020	\$59,433	\$28.574	\$56,666	\$66,443
Inspection Supervisor	\$77,243	\$77,784	\$37.396	\$77,145	\$85,586
IT Technician	\$52,000	\$52,364	\$25.175	\$43,903	\$62,187
Network Administrator	\$66,102	\$66,565	\$32.002	\$63,127	\$70,004
Open Records Clerk	\$43,591	\$43,896	\$21.104	\$40,782	\$51,974
Parks Maintenance Supervisor	\$69,516	\$70,002	\$33.655	\$63,127	\$70,004
Planner	\$68,159	\$68,636	\$32.998	\$63,127	\$70,004
Public Health Nurse	\$62,687	\$63,126	\$30.349	\$63,127	\$70,004
Public Health Specialist	\$62,687	\$63,126	\$30.349	\$63,127	\$70,004
Recreation Manager	\$68,686	\$69,167	\$33.253	\$63,127	\$70,004
Sanitarian	\$63,785	\$64,232	\$30.881	\$63,127	\$70,004
Staff Accountant	\$40,968	\$44,308	\$21.302	\$40,782	\$51,974
Street Light Maintenance Electrician	\$65,096	\$65,551	\$31.515	\$63,127	\$70,004
Zoning Administrator/Planner	\$68,159	\$68,636	\$32.998	\$63,127	\$70,004

SECTION 3: The pay ranges and rates of pay of those certain offices and positions covered by the Police and Fire Commission service under the control of the Common Council of the City of Oak Creek affecting management and supervisory personnel shall be as follows provided that the salary range and salaries are subject to review by the Common Council. Those affected employees pursuant to this section shall receive the clothing allowance and other fringe benefits set forth in the current Personnel Manual. Employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. These employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Police/Fire Commission Position Title	Current Salary	Salary as of 1/1/2017	Hourly Rate	EMT Pay (2%)	Gun Allowance	Total Compensation as of 1/1/2017	Starting Salary	Top Salary
Fire Chief	\$108,168	\$109,466	\$52.628	\$2,189	N/A	\$111,655	\$98,126	\$110,284
Assistant Fire Chief	\$97,895	\$98,580	\$47.394	\$1,972	N/A	\$100,552	\$91,049	\$101,124
Battalion Chief	\$92,695	\$93,344	\$44.877	\$1,867	N/A	\$95,211	\$89,607	\$93,354
Battalion Chief	\$90,490	\$91,124	\$43.810	\$1,822	N/A	\$92,946	\$89,607	\$93,354
Battalion Chief of Ops	\$91,521	\$92,162	\$44.309	\$1,843	N/A	\$94,005	\$89,607	\$93,354
Police Chief	\$108,967	\$109,466	\$52.628	N/A	\$1,300	\$110,766	\$98,853	\$111,101
Captains (2)	\$101,165	\$101,873	\$48.977	N/A	\$1,300	\$103,173	\$98,853	\$111,101
Police Lieutenants (4)	\$93,308	\$93,961	\$45.174	N/A	\$1,300	\$95,261	\$93,961	\$95,261
Police Sergeant (6)	\$86,696	\$87,303	\$41.973	N/A	\$1,300	\$88,603	\$86,662	\$88,603

SECTION 4: The pay ranges and rates of pay of those certain offices and positions under the control of the Common Council of the City of Oak Creek affecting management and supervisory personnel shall be as follows provided that the salary range and salaries are subject to review by the Common Council. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Position Title	Current Salary	Salary as of 1/1/2017	Hourly Rate	Starting Salary	Top Salary
City Attorney	\$85,650	\$90,529	\$43.524	N/A	N/A
City Engineer	\$94,162	\$94,821	\$45.587	\$84,153	\$101,124
Director of Community Development	\$91,622	\$92,263	\$44.357	\$84,153	\$93,354
Finance Director/Comptroller	\$94,163	\$94,822	\$45.588	\$91,141	\$101,124
Human Resources Manager	\$81,000	\$81,567	\$39.215	\$77,145	\$85,586
IT Manager	\$93,000	\$93,651	\$45.025	\$90,016	\$99,875
Public Health Officer	Vacant	\$85,000	\$40.865	\$84,153	\$93,354
Streets, Parks, Forestry Director	\$92,695	\$93,344	\$44.877	\$84,153	\$93,354

SECTION 5: GENERAL EMPLOYEES. The pay ranges and rates of pay of those positions under the control of the Common Council of the City of Oak Creek affecting general personnel shall be as follows. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current employee Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Position Title	Starting Salary	Hourly Rate	Top Salary	Hourly Rate
Clerk	\$39,300	\$18.894	\$47,583	\$22.876
Dispatcher - Lead	\$48,707	\$23.417	\$52,058	\$25.028
Dispatcher - Advanced	\$40,896	\$19.662	\$48,707	\$23.417
Dispatcher - Entry	\$40,896	\$19.662	\$40,896	\$19.662

SECTION 6: AUTO EXPENSE. The following personnel or members of the following departments shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage.

Assessor's Office, Police Department-including Captains, Fire Department-including Assistant Fire Chiefs, Inspection Department, Treasurer, Engineering Department, Street, Parks and Forestry Department, City Clerk's Office, City Administrator's Staff, Finance Department, Recreation Department, Community Development Department, Health Department Staff.

The following personnel shall be paid a car allowance as set forth opposite their positions, to-wit:

- Assistant Fire Chief (2), \$150.00 monthly
- Assistant Information Technology Manager (1), \$100.00 monthly
- City Attorney (1), \$150.00 monthly
- City Engineer (1), \$150.00 monthly
- Fire Chief (1), \$250.00 monthly
- Information Technology Manager (1), \$200.00 monthly
- Information Technology Technician (1), \$100.00 monthly
- Network Administrator (1), \$100.00 monthly

In order to qualify for the afore mentioned auto mileage and/or allowance, the officials and employees designated must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive reimbursement, a Declaration of Coverages page stating the policy limits shall be provided annually by January 31 or upon policy renewal to the Human Resources Office.

SECTION 7: VALIDITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions thereof. The Common Council of the City of Oak Creek hereby declares that it would have passed this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof, may be declared invalid or unconstitutional.

SECTION 8: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 9: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of January 1, 2017, except where otherwise noted.

Passed and adopted this ____ day of January, 2017.

President, Common Council

Approved this ____ day of January, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

: January 3, 2017

Meeting Date:

Item No.

6

Recommendation: That the Common council adopt Resolution No. 11781-010317, acknowledging and filing the 2017 calendar year salary grade plan and benefits for library personnel.

Background: Annually, the Oak Creek Public Library Board sets salary increases for their employees.

Fiscal Impact: Allocation has been made in the 2017 library budget.

Prepared by:



Jill Lininger
Library Director

Respectfully submitted,



Andrew Vickers
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director

RESOLUTION ACKNOWLEDGING AND FILING THE
2017 CALENDAR YEAR SALARY GRADE PLAN AND
BENEFITS FOR LIBRARY PERSONNEL

WHEREAS, pursuant to S. 43.58(4), Wisconsin Statutes, the Library Board is authorized and empowered to set and fix the compensation to be paid to the personnel of the Public Library; and

WHEREAS, those affected full-time employees pursuant to this section shall receive the fringe benefits set forth in the current Personnel Manual; and

WHEREAS, the Library Board, in addressing retiree benefits for full-time employees who are eligible for retirement, has authorized those eligible full-time employees to receive the benefits set forth in the current Personnel Manual; and

WHEREAS, a health insurance premium co-payment of fifteen percent (15%) of the cost of the health insurance premium for a single and family medical plan, respectively will be paid by full-time Library employees. Full-time Library employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively; and

WHEREAS, the Library Board has also transmitted to the Common Council a salary grade plan for Library Personnel effective January 1, 2017, which provides as follows:

	<u>2017 Salary Ranges</u>	<u>2016 Salary</u>	<u>2017 Salary</u>
Library Director	\$70,412 - \$78,570	\$74,995	\$75,520
Assistant Library Director	\$53,891 - \$59,759	\$55,852	\$56,243
Library Services Assistant	\$43,238 - \$48,523	\$48,185	\$48,522
Librarians (full-time)	\$47,808 - \$52,590		
Librarian (part-time)	\$23,904 - \$26,295		
Substitute Librarians	\$17.12 - \$22.67		
Library Associates	\$13.98 - \$16.88		
Library Aides	\$12.58 - \$14.45		
Administrative Support	\$12.58 - \$14.45		
Library Pages	\$7.84 - \$9.64		

WHEREAS, Library personnel shall be paid for auto expense at the rate allowed under current I.R.S. regulation per the Travel Policy or shall be assigned City vehicles for their usage. In order to qualify for the above mentioned auto mileage reimbursement, the officials and employees designated must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability within minimum

policy limits of \$250,000/\$250,000/\$25,000. In order to receive mileage reimbursement a Declaration of Coverage page stating the policy limits shall be provided annually by January 31 to the Personnel Office.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Salary Grade Plan as hereinabove set forth be and the same is hereby acknowledged and filed.

BE IT FURTHER RESOLVED that the City Clerk be hereby authorized and directed to publish this resolution in the official newspaper as a Class 1 publication for public informational purposes.

This ordinance shall take effect and be in force upon its acknowledgement and publication and shall apply as of January 1, 2017.

Passed and adopted this 3rd day of January, 2017.

President, Common Council

Approved this 3rd day of January, 2017

Mayor

ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

City of Oak Creek Common Council Report

Meeting Date: January 3, 2017

Item No.: 7

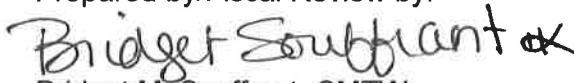
Recommendation: That the Common Council approves payment of the obligations as listed on the December 28, 2016 Invoice GL Distribution Report.

Background: Of note are the following payments:

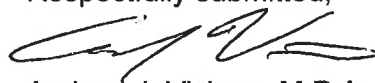
1. \$90,467.11 to Advanced Disposal (pg #1) for recycling.
2. \$5,257.00 to American Litho (pg #1) for printing of the Acorn's winter 2017 edition.
3. \$11,300.00 to Buelow Vetter (pg #2) for legal services.
4. \$6,104.58 to Innovative Floors (pg #7) for new flooring in Fire Department's training room and assisted chief's office.
5. \$5,521.09 to Lakeside International Truck (pg #8) for fuel additive and the following repairs on Street vehicles: coolant fan (#45), radiator/fan/shroud (#28), air filter (#410), and steering gear (#68).
6. \$8,652.14 to League of WI (pg #9) for yearly renewal.
7. \$11,800.00 to Madison Truck Equipment (pg #9) for dump box on #44 and tailgate assembly on #45.
8. \$10,275.04 to MADACC (pg #10) for 1st quarter animal control payment.
9. \$13,000.00 to Ruckert/Mielke (pg #15) for professional services on property search portal and GCS/ Univers Data transfer.
10. \$20,114.20 to Temple Display, LTD (pg #17) for Christmas decorations at Drexel Town Square and boulevard.
11. \$13,420.00 TLC Carpet Care (pg #17) for carpet cleaning at Civic center, library, police station and fire department.
12. \$26,875.20 to W.H.O. MFG Co, Inc. (pg #17) for hammer mill, hammers, rods, and bearings for tub grinder at street department.
13. \$52,214.23 to WE Energies (pg #18) for street lighting, electricity and natural gas.
14. \$12,171.00 to Wheaton Franciscan Medical Group (pg #18) for nurse practitioner service, supplies, and pre-employment physical.

Fiscal Impact: Total claims paid of \$369,534.18. Of this grand total paid, \$332,497.37 will impact the 2016 fiscal year. The remaining amount, \$37,036.81, will impact the 2017 fiscal year.

Prepared by/Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,


Andrew J. Vickers, M.P.A
City Administrator

City of Oak Creek Common Council Report

Meeting Date: January 3, 2017

Item No.: 8

Recommendation: That the Common Council approve the Emergency Medical Services (EMS) agreement for paramedic services between Milwaukee County Office of Emergency Management EMS Division for the years 2017 and 2018.

Background: This agreement reached with the County resulted from negotiations that began in Early 2016 with the Committee of both the Office of Emergency Management of Milwaukee County and the Intergovernmental Cooperation Council (ICC) of Milwaukee County. The committee was chaired by Mayor Steve Scaffidi (Oak Creek), representing the ICC, and included the Milwaukee County Association of Fire Chiefs.

The agreement represents the administration and operations portion of the Milwaukee County Paramedic Services and the funding portion is addressed separately in a Supplemental Fund budgeted by Milwaukee County. County Executive Chris Abele and the County Board of Supervisors have funded the Supplemental Fund at \$1.5 million for 2017/18. The distribution formula was modified based on population, square miles, and ALS transports.

The biggest change is the run fee distribution which will reduce over the next two years. For Oak Creek there is a loss of approximately \$6,000 per year. In the future, to be part of the \$1.5 million, the city will have to participate in CAD (Computer Aided Dispatching) interfaces for the dispatching system.

The Operations Committee negotiation's has not changed for the host communities in the paramedic system, and has provided for certain equipment costs and increased flexibility in operating the paramedic service. The County will pick up all costs of major equipment changes, i.e. defibrillation units. Additionally, the agreement provides medical oversight for the City's Tactical Emergency Medical Support (TEMS) unit and operations outside of the County.

Fiscal Impact: There is a modest impact over the two years of the contract's (reduction in run revenue) fiscal impact of the new agreement. Future contracts may have a further impact depending on the formula.

Approved by:



Tom Rosandich
Fire Chief

Respectfully submitted by:



Andrew J. Vickers, M.P.A.
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
MILWAUKEE COUNTY AND [CITY/VILLAGE OF MUNICIPALITY]
FOR EMERGENCY MEDICAL SERVICES (EMS) (2017 – 2018)**

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THIS AGREEMENT is entered into pursuant to Section 66.0301, Wisconsin Statutes, between Milwaukee County, a municipal body corporate (hereinafter referred to as “County”), and CITY/VILLAGE OF MUNICIPALITY, a Wisconsin municipal corporation, pursuant to an intergovernmental agreement as authorized under the provisions of Wis. Stat. § 66.0301, (hereinafter referred to as “Municipality”). Together, County and Municipality, shall be referred to as “Parties”.

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RECITALS:

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Whereas, Section 66.0301(2), Wisconsin Statute authorizes agreements between a county, city or village for the receipt and furnishing of emergency medical services; and

Whereas, Chapter 256 of the Wis. Stats., Department of Health Services (DHS) Chapter 110 of the Wis. Administrative Code, Department of Transportation (DOT) Chapter 309 of the Wis. Administrative Code, and Chapter 97 of the Milwaukee County Code of General Ordinances (MCGO), which are incorporated by reference into this contract to define emergency medical services (EMS) as set forth herein; and

Whereas, the County wishes to provide for the coordinated delivery system of EMS services to the citizens of the County and others, and both Parties are willing to share in the costs of the program; and

Whereas, the County and the Fire Chiefs of Milwaukee County both desire that fire-based emergency medical services provide for the most efficient and seamless provision of quality emergency medical care to the residents and visitors of Milwaukee County; and

Now therefore, in consideration of the objectives of the Parties and the mutual benefits accruing to the Parties from performance of the covenants herein made, it is mutually agreed that this Agreement sets forth their respective responsibilities in conjunction with the provision of Emergency Medical Services within Milwaukee County.

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ARTICLE I. PURPOSE AND SCOPE

A. The Parties enter into this Agreement for the purpose of providing EMS Services to the citizens and visitors of Milwaukee County, which may include (check all that apply):

Advanced Life Support (ALS) services at the paramedic level (also hereinafter referred to as “paramedic service”), and/or

Basic Life Support (BLS) services, and/or, (also hereinafter referred to as “BLS service”), and/or

Advanced Emergency Medical Technician (AEMT) services.

39 The Parties agree that the Municipalities in Milwaukee County, the Milwaukee County Fire Chiefs
40 Association (MCAFC), the Intergovernmental Cooperation Council (ICC), Milwaukee County and
41 its contracted-for-service Medical Director and associated health system, desire that a uniform EMS
42 delivery system be in place that enhances resources and benefits to the public in an efficient and
43 cost effective manner.

44 B. The Parties agree that EMS services will be performed and their respective duties and
45 responsibilities will be in accord with the provisions of this Agreement and further in accordance
46 with Wisconsin State Statute Chapter 256; Wisconsin Administrative Code, Chapter DHS 110 and
47 Chapter Trans 309; and Milwaukee County Ordinance Chapter 97, as they exist at the time this
48 Agreement is entered into, which are incorporated by reference into this Agreement as if set forth
49 herein. The adoption by reference is intended to incorporate future amendments to the provisions of
50 state law or county ordinance to provide the EMS level services as intended by this Agreement; and
51 if the provisions of state law or county ordinance were or are recodified or renumbered, the
52 reference or adoption is intended to incorporate the recodification or the renumbering.

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54 **ARTICLE II. TERM**

55 This Agreement shall be effective from January 1, 2017 until December 31, 2018 unless extended
56 or terminated in accordance with terms of this contract.

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58 **ARTICLE III. COUNTY REQUIREMENTS**

59 A. County will provide both initial (classroom, skills lab, clinical and distance learning) and
60 continuing education training at the paramedic level at no cost to Municipality's:

61 1. That have been issued an independent State Emergency Medical Technician –
62 Paramedic (EMT-P) license, and

63 2. Whose paramedics meet the saturation level as defined herein, ARTICLE III(A)(6).

64 B. Municipality and County shall work together to create the most efficient means possible to
65 deliver educational services herein with the intent to ensure provider departments are able to
66 provide ALS services to their assigned response area(s) while also balancing the County's access to
67 education resources.

68 1. County reserves the right to provide services detailed in this section either through
69 County employees or contractors.

70 2. County reserves the right to limit class enrollment and change or cancel class
71 scheduling based on resources to include budget and staff.

72 3. County reserves the right to establish minimum entrance requirements for EMT-P
73 candidates.

74 4. The education programs shall meet the State of Wisconsin license requirements and
75 qualify students for participation in the National Registry Examination for an Emergency Medical
76 Technician – Paramedic (NREMT-P).

77 5. County will accept enrollment and continuing education of paramedic providers to a
 78 saturation point listed below for each Municipality. Municipality may have a number greater than
 79 the saturation number, however, associated education costs will be bore by said Municipality on a
 80 fee for service basis.

SATURATION NUMBERS								
	MED UNITS	PARAMEDIC*	FIRE STATIONS	PARAMEDIC**	FORMULA PARAMEDICS	2017 PARAMEDICS*	VARIANCE	SATURATION NUMBERS
Franklin	3	27	3	12	39	38	1	39
Greendale	2	18	1	4	22	13	9	22
Greenfield	4	36	2	8	44	42	2	44
Milwaukee	13	117	36	144	261	191	70	261
North Shore	3	27	5	20	47	33	14	47
Oak Creek	3	27	3	12	39	38	1	39
South Milwaukee	3	27	1	4	31	15	16	31
Wauwatosa	3	27	3	12	39	54	-15	54
West Allis	4	36	3	12	48	62	-14	62
TOTAL					570	486	84	599

- * The numbers to be used will be the actual paramedics licensed by January 1st, 2017.
- I. Applicable to Municipalities that hold State EMT-P licenses.
 - II. Formula based on # Med Units and # of Fire Stations.
 - III. Med Units are manned by 2 paramedics/shift, +1 for vacation/sick time. E.g., 1 Med Unit operating 3 shifts needs 9 paramedics.
 - IV. Fire Station paramedic staffing of 1/shift, +1 additional coverage over 3 shifts for vacation/sick time.
 - V. Saturation number based on the higher of the formula, or number of trained paramedics as of January 1st, 2017.
 - VI. Med Units equipped by the County must be staffed and available 25% or more during each year in order to be in the count.

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- 82 a. Paramedic saturation numbers are a balance of:
- 83 i. Paramedic proficiency (increased numbers diminish medical practice
 - 84 occurrences in the field);
 - 85 ii. Staffing complexities of ALS transport units, or Med Units;
 - 86 iii. Grandfathering of paramedics already licensed by the Municipality on
 - 87 the date of January 1st, 2017; and
 - 88 iv. County budget restraints on education and equipment resources.

89 C. County shall provide on-line and off-line medical direction to include formal patient care
 90 protocols, policies, procedures and standards and medical oversight for municipal employees active
 91 in the provision of EMS services.

92 D. County shall maintain the current inventory of cardiac monitor-defibrillator equipment and
 93 communication equipment necessary to transmit voice and electrocardiogram (ECG) data on
 94 transporting paramedic ambulances, or Med Units, as defined in Wisconsin Administrative Code,
 95 Department of Health Services, DHS Section, 110.50. Capital replacement of cardiac monitors and
 96 communication equipment will be based on the annual budgetary appropriations of the County.

97 1. Replacement of the current inventory of cardiac monitor-defibrillator equipment and
 98 communications equipment shall be in accordance with the number of paramedic ambulances, or
 99 Med Units, in each municipality, shown below.

	MED UNITS
Franklin	3
Greendale	2
Greenfield	4
Milwaukee	13
North Shore	3
Oak Creek	3
South Milwaukee	3
Wauwatosa	3
West Allis	4

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101 2. The County shall consult the Municipality, with adequate advanced notice, for the
 102 planned replacement of equipment that is within the County's financial responsibility.

103 3. The County must approve cardiac monitor-defibrillators and communications
 104 equipment that is purchased independently by a Municipality before it can be operated in EMS
 105 service.

106 4. The County and Municipality will negotiate responsibility for purchase and
 107 maintenance of cardiac monitor-defibrillator and communication equipment for new paramedic
 108 ambulances, or Med Units, placed in service.

109 E. County shall allow municipalities providing BLS services to enter into separate agreements
 110 with the County Office of Emergency Management (OEM) - EMS Education Center on a fee for
 111 service basis for refresher class, continuing education and Internet web based education.

112 F. County shall be solely responsible for securing funding, equipment, and education,
 113 necessary to allow the Municipality to participate in research projects that are initiated by an
 114 institution with approval from a fully accredited Institutional Review Board (IRB) via the
 115 Association for the Accreditation of Human Protection Programs, Inc. (AARPP) with oversight
 116 from a Human Research Protection Program (HRPP). The County shall also:

117 1. Assure that any patient care research that requires new or updated equipment,
 118 software or hardware will be considered a direct expense of the organization requesting a
 119 research study be conducted by the EMS agencies within the County of Milwaukee. All
 120 avenues to recover and reimburse these costs will be explored by the organization requesting
 121 the research study within the research organization's legal and ethical constraints.

122 2. Be responsible to ensure research protocol education and training will be integrated
 123 into existing Wisconsin Department of Health Services (DHS) EMS Section mandated
 124 continuing education programming whenever possible.

125 3. Ensure all studies conducted within the County EMS System shall have Institutional
 126 Review Board (IRB) approval from an accredited IRB for federal-wide assurance of
 127 protection of human subjects and Office of Emergency Management (OEM) - EMS
 128 Research Committee approval and that said study is monitored by a Human Research
 129 Protection Program (HRPP).

130 4. Ensure that indirect costs of research such as but not limited to, meeting attendance,
 131 protocol compliance and quality improvement efforts will be based on a mutually agreed

132 upon exchange of services and payment between the County and the Principle Investigator
133 of the study. County will pass along to the Municipality the exchange of services or
134 payments received.

135 5. Ensure all EMS research studies performed in the County of Milwaukee will be
136 reviewed and approved consistent with the County OEM - EMS Research Policies and
137 Procedures and by the County OEM - EMS Research Committee.

138 6. Research is a matter of policy determination by the Milwaukee County Board of
139 Supervisors per MCGO 97.07(6), noting the duties and powers of the emergency medical
140 services council as “recognizing that the county board of supervisors reserves the right to
141 review all policies and programs.”

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143 **ARTICLE IV. MUNICIPALITY REQUIREMENTS**

144 A. The Municipality is responsible for the purchase of any vehicle and all equipment required
145 under Wisconsin Administrative Code, Department of Transportation (DOT), Chapter Trans 309.
146 The Municipality is responsible for insuring and maintaining its vehicles and equipment. The
147 Parties agree to collectively develop standard equipment inventory for paramedic services. Non-
148 disposable equipment provided by the County shall remain the property of the County and the
149 County may, upon notification to the Municipality, remove any County-owned equipment. All
150 equipment purchased by the Municipality will remain property of the Municipality.

151 B. The Municipality shall assume liability for replacement of County-owned equipment when
152 the equipment is lost and/or damaged due to an act of negligence on the part of Municipality’s
153 employee(s). The Parties agree to arbitrate questions of responsibility for damaged or lost County
154 equipment, if requested by the other Party. The Municipality will not be held liable for defects in
155 equipment purchased by the County.

156 C. If the Municipality performing EMS service chooses to bill users for services, it will do so in
157 accordance with local, state and federal guidelines. Transport coding shall be commensurate with
158 said guidelines, current medical billing standards, and EMS scope of practice. The Municipality
159 shall retain EMS revenue earned to cover the cost of providing services. The County shall not be
160 held fiscally responsible for the inability to collect any revenues, contractual allowances or other
161 write-offs for individual accounts associated with those invoices for EMS services.

162 D. Municipality is responsible for EMS services to conform with Wis. s.s. 256, DHS 110, DOT
163 309, MCGO 97, and published standards, protocols, policies and procedures of the OEM – EMS
164 Division.

165 E. Municipality will ensure their County-equipped, on-duty paramedic transport unit resources,
166 or Med Unit(s), are available to all municipalities within the boundaries of Milwaukee County if
167 requested and the resources are available at the time of the request. Daily operations, to include
168 peak demand periods which require extraordinary resource utilization, may require mutual aid
169 assistance from outside the Municipality. The intent herein is for all requested and available units
170 to be sent to Municipality requesting such mutual aid. Should the sending Municipality require

171 similar aid, the same shall hold true. Said Municipality shall not be required to provide services
172 when:

173 1. Equipment and/or staffing is unavailable due to emergency conditions and/or
174 hazardous situations confronting the Municipality requested to make available its paramedic
175 resources;

176 a. An emergency condition is defined as a sudden, urgent, unexpected
177 occurrence or occasion requiring immediate action, including any condition requiring fire protection
178 or emergency medical services or both;

179 b. A hazardous situation is a situation that creates a level of threat to life,
180 property, health or the environment.

181 F. Municipality paramedic transport units, or Med Units, that are equipped by the County, shall
182 be staffed and available 25% or more during each year in order to count as a Med Unit;
183 Municipality shall provide verification of such availability quarterly to the County.

184 G. Municipality agrees that attendance standards for paramedic training set by the County shall
185 be adhered to; in absence thereof, students may be withdrawn from their current training and the
186 Parties shall meet on a case-by-case basis to assess re-enrollment of affected individuals.

187 H. Municipality agrees to cooperate with County in administering a progressive quality
188 improvement program consistent with other high performing EMS systems in the United States.
189 This includes specific adherence to existing performance metrics captured and tracked by OEM -
190 EMS Quality Assurance/Improvement with deviation standards commensurate with national
191 benchmarking and previously established through a Performance Measurement Initiative (PMI).
192 Municipalities of any EMS service are required to meet PMI requirements in order to maintain
193 medical control and system practice privileges for their EMS providers. Failure of Municipality to
194 comply with PMI standards will result in a loss of County funds outlined in ARTICLE V(B).

195 I. Municipal paramedics licensed after July 1, 2010, shall achieve and maintain credentials as a
196 National Registry Emergency Medical Technician – Paramedic (NREMT-P) throughout their tenure
197 as a paramedic within Milwaukee County.

198 J. Municipality shall provide electronic patient care records for patients treated and/or
199 transported by a paramedic unit, or Med Unit, electronically, within 72 hours, which meets the
200 County's database and/or repository needs. The data collection method utilized by the Municipality
201 shall meet the National EMS Information System Project (NEMSIS) dataset standards in effect
202 during the term of the contract.

203 K. Municipality shall provide connectivity to/from the video conferencing system, and also
204 ensure it is operating and maintained, as previously deployed in partnership by County and
205 Municipalities as of the date of execution of this contract.

206 L. Response to all quality assurance and quality improvement inquiries from the County in the
207 timeframe established by the County.

208 M. Municipality shall agree to participate in research as determined by the OEM - EMS
209 Research Committee. This could include, but is not limited to enrolling patients, data collection and
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educational sessions. Municipalities shall have a minimum of one representative of all Municipalities on the OEM - EMS Research Committee. Municipalities are not responsible to fund equipment, medications or education that is related to a research study conducted under authorities in ARTICLE III(F).

ARTICLE V. COUNTY FUNDING REQUIREMENTS

A. The County shall include in its adopted annual budget, funds to be paid to contracted Municipality to assist in provision of coordinated, county-wide delivery of paramedic services in the amounts detailed below.

2017: \$1,875,000;

2018: \$1,750,000;

2019: \$1,625,000; available for Municipalities under contract extension only;

2020: \$1,500,000; available for Municipalities under contract extension only.

B. The County shall make payment of the first \$1.5M of the funds detailed in ARTICLE V(A) according to the distribution formula developed by the Intergovernmental Cooperation Council (ICC) of Milwaukee County on the schedule provided below. The County shall make equal payments to the Municipality during the first week of each quarter of the years covered by this agreement.

ICC EMS Formula Schedule. Formula noted in Attachment A:

DISTRIBUTION OF COUNTY \$1.5M					
	ORIGINAL ICC FORMULA 2016	ORIGINAL ICC FORMULA 2017	FIRST YEAR OF THE 30-30-40 FORMULA 2018	SECOND YEAR 30-30-40 FORMULA 2019*	THIRD YEAR 30-30-40 FORMULA 2020*
Franklin	\$ 125,004.00	\$ 125,004.00	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79
Greendale	\$ -	\$ -	\$ 3,225.85	\$ 6,451.71	\$ 9,677.56
Greenfield	\$ 115,149.00	\$ 115,149.00	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26
Milwaukee	\$ 601,066.50	\$ 601,066.50	\$ 620,336.94	\$ 639,607.38	\$ 658,877.82
North Shore	\$ 181,252.50	\$ 181,252.50	\$ 175,623.89	\$ 169,995.27	\$ 164,366.66
Oak Creek	\$ 136,591.50	\$ 136,591.50	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84
South Milwaukee	\$ 144,916.50	\$ 144,916.50	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28
Wauwatosa	\$ 97,234.50	\$ 97,234.50	\$ 97,672.78	\$ 98,111.07	\$ 98,549.35
West Allis	\$ 98,785.50	\$ 98,785.50	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43
TOTAL	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000

* If Contract Extension occurs.

C. The remaining funds, beyond \$1.5M but not to exceed the figures detailed in ARTICLE V(A), shall be distributed on a basis of \$30 per ALS transport on a schedule determined by the County. Estimates are provided in the table below based on ALS transports between 2013 and the second quarter of 2016. Distribution will be based on the actual number of transports during the contract period and shall not exceed \$375,000 in 2017, \$250,000 in 2018, and \$125,000 in 2019. There will be no payments in 2020.

ESTIMATE OF DISTRIBUTION OF COUNTY FUNDS PER AVERAGE ALS TRANSPORT					
	ACTUAL \$30/ALS TRANSPORT 2016	ESTIMATE \$30/ALS TRANSPORT 2017	ESTIMATE \$30/ALS TRANSPORT 2018	ESTIMATE \$30/ALS TRANSPORT 2019*	N/A 2020*
Franklin	\$ 21,407.44	\$ 16,055.58	\$ 10,703.72	\$ 5,351.86	\$ -
Greendale	\$ 12,764.50	\$ 9,573.38	\$ 6,382.25	\$ 3,191.13	\$ -
Greenfield	\$ 40,108.26	\$ 30,081.20	\$ 20,054.13	\$ 10,027.07	\$ -
Milwaukee	\$ 252,214.62	\$ 189,160.97	\$ 126,107.31	\$ 63,053.66	\$ -
North Shore	\$ 44,045.28	\$ 33,033.96	\$ 22,022.64	\$ 11,011.32	\$ -
Oak Creek	\$ 25,129.17	\$ 18,846.88	\$ 12,564.59	\$ 6,282.29	\$ -
South Milwaukee	\$ 15,194.37	\$ 11,395.78	\$ 7,597.19	\$ 3,798.59	\$ -
Wauwatosa	\$ 38,970.23	\$ 29,227.67	\$ 19,485.12	\$ 9,742.56	\$ -
West Allis	\$ 50,166.10	\$ 37,624.58	\$ 25,083.05	\$ 12,541.53	\$ -
TOTAL**	\$ 500,000	\$ 375,000	\$ 250,000	\$ 125,000	\$ -

* If Contract Extension occurs.

** 2017 total shall not exceed \$375,000. 2018 total shall not exceed \$250,000. 2019 total shall not exceed \$125,000.

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ARTICLE VI. LIABILITY AND RISK ALLOCATION REQUIREMENTS

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A. Indemnity and Hold Harmless. Subject to the provisions of Wisconsin law, Municipality and County hereby agree to defend, indemnify and hold the other Party harmless for actions by each Party's respective employees, agents, or authorized representatives and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, and liabilities arising out of the injury or death of either Party's employees, agents, or authorized representatives caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either Party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this Agreement. Each Party's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the Party indemnified to the fullest extent permitted by law but in no event shall they apply to the liability caused by the sole negligence of willful misconduct of the Party indemnified or held harmless.

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B. Insurance and Indemnification. Each Party shall procure the necessary insurance to protect against claims that may arise out of this Agreement. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the rendering or failing to render emergency medical services by its paramedics and for the worker's compensation coverage of its paramedics, shall be the responsibility of the Municipality, it being understood and agreed that said paramedics are the employees of the Municipality for whom they work and are not the agents of Milwaukee County. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the negligence or fault of the County or the County's Medical Director, shall be the responsibility of the County, it being understood and agreed that said Medical Director is the agent of Milwaukee County.

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C. Mutual Indemnification. Each Party shall protect, indemnify, hold harmless and defend the other Party against any and all claims, demands, damages, suits, actions, judgments, decrees, orders, and expenses, including attorney's fees, for any bodily injury or property damage arising out of any wrongful, intentional or negligent acts or omissions, or from any cause, on the part of the other Party.

269 D. Immunity. The Parties to this Agreement are governmental entities entitled to governmental
270 immunities under law, including but not limited to Section 893.80, Wisconsin Statutes. Nothing
271 contained herein shall waive the rights and defenses to which each Party may be entitled under law,
272 including but not limited to all of the immunities, limitations, and defenses under Section 893.80,
273 Wisconsin Statutes or any subsequent amendments thereof.

274 E. Limitation on Claims. This Agreement shall not give rise to any liability or legal
275 responsibility arising from, or relating to, failure to respond to any request for aid, lack of speed in
276 responding to such a request, inadequacy or malfunction of equipment or supplies, or the abilities,
277 training, experience, errors or omissions of responding personnel.

278

279 **ARTICLE VII. GENERAL PROVISIONS**

280

281 A. Independent Relationship. None of the provisions of this Agreement are intended to create
282 nor shall they be deemed or construed to create a partnership, joint venture or any relationship
283 between the Parties other than that of independent entities contracting with each other hereunder
284 solely for the purpose of effectuating the provisions of this Agreement.

285 B. Governmental Functions and No Third Party Rights. All functions and activities performed
286 under this Agreement are hereby declared to be governmental functions conducted pursuant to the
287 powers conferred by the Wisconsin Statutes. Functions and activities performed under this
288 Agreement are carried out for the benefit of the general public and not for the benefit of any specific
289 individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an
290 agreement for the benefit of any third parties or persons and no third parties or persons shall have
291 any right of action under this Agreement for any cause whatsoever.

292 C. General Termination. Either party may terminate this Agreement without cause by serving a
293 sixty (60) notice via certified mail in the event of passage and signing of a resolution by the
294 respective governing body declaring the intention of ending the provision of EMS services or
295 withdrawing support from the EMS system. Additionally, either party may terminate this
296 Agreement for-cause if either party is in material breach of its obligations under the terms of the
297 Agreement. Material breach of any provision of the contract, by either Party, may serve as grounds
298 for termination of the contract. In the event of a material breach of the Agreement, the offending
299 party shall have thirty (30) days from the date notice has been given to initiate correction of the
300 situation. If there is failure to initiate correction at the end of the 30-day period, the contract shall
301 be considered terminated 60 days from the original date of notification and any further obligations
302 on behalf of the Municipality and/or the County are terminated.

303 D. Emergency Termination by the County in Critical Service Situations. In recognition that the
304 OEM - EMS Program operates to provide health and safety services to all county residents and that
305 situations may arise which would prohibit the delivery of these services, thereby jeopardizing the
306 health and safety of county residents, the County may, with the recommendation of its contracted-
307 for-service Medical Director, suspend this contract on twenty-four (24) hours notice whenever a
308 situation occurs which would prohibit the Municipality from fulfilling its responsibility to provide
309 services to residents at the level mandated by the OEM - EMS program and which cannot be
310 corrected within a twenty-four (24) hour time span. For the purposes of this section, situations

311 which might interrupt the delivery of services to residents include, but are not limited to acts of
312 nature, acts of the Municipality or its employees or any other action which would reduce the
313 availability of trained and authorized EMS providers. In the event such a situation exists which
314 jeopardizes the health and safety of County residents and which warrants execution of the County's
315 right to suspend the contract under this section, the following shall occur:

316 1. The County shall inform the Municipality in writing of the situation jeopardizing the
317 safety and health of county residents and the intention of the County to suspend the OEM -
318 EMS contract for services within 24 hours unless the situation can be addressed and
319 corrected within a time span not to exceed 24 hours from the time of notification. This
320 notification shall include the date and exact time of suspension and shall be delivered to the
321 Municipality in a manner that insures receipt of notification.

322 2. The Director of the Office of Emergency Management shall inform the Office of the
323 County Executive and the Chair of the Committee on Health and Human Needs of the
324 decision to suspend the contract under this section and provide a justification of the action
325 and the anticipated actions required to insure continuous delivery of services to County
326 residents. A full report of the situation shall be provided to the Municipality and made
327 available for the County Board of Supervisors and the County Executive within a ten (10)
328 day period following the execution of the County's right to suspend the contract under this
329 section. This report shall include, but not be limited to, the situation which warranted the
330 suspension of the contract, the actions of the Office of Emergency Management to insure
331 delivery of services to residents once the contract for services was suspended, the plans of
332 the Office of Emergency Management to insure continued delivery of services to residents
333 in the immediate future, and what, if any future contract changes would be required with the
334 Municipality or any other Municipality with which the County contracts for paramedic
335 services to insure the delivery of services.

336 3. Upon notification of the County's intent to suspend the contract under these
337 provisions, the Municipality shall address the concerns of the County within eight (8) hours
338 of receipt of notification of the County's intent to suspend the contract under this section
339 with a plan to correct the situation in a time frame not to exceed the twenty-four (24) hour
340 time frame, if the Municipality desires to maintain the operation of the Program(s).

341 4. The County has the right to reject any and all corrective action plans if those plans
342 do not, in the opinion of the County, insure the safety and health of County residents. The
343 contract shall be considered void twenty-four (24) hours from the original date and time of
344 notification and any obligations on behalf of the Municipality and/or the County suspended.

345 E. Contract Extensions: Should the County initiate a Capital Project for public safety data
346 interoperability and analytics, participating Municipalities shall be eligible for an automatic two-
347 year extension of this contract.

348 F. Disputes. Both Parties agree to attempt in good faith to resolve disputes informally as they
349 arise. In the event that informal dispute resolution is unsuccessful, either party may bring the
350 dispute before a third party mediator for consideration and final resolution. Nothing in this dispute
351 resolution process shall preclude either party from pursuing remedies available under the law.

352 G. Non-discrimination, Affirmative Action, Equal Opportunity and the Fair Labor Standards
353 Act. In the performance of work under this Agreement, the Parties shall not discriminate against any
354 employee or applicant for employment because of race, religion, color, national origin, age, sex,
355 sexual orientation, or handicap, which shall include, but not be limited to, employment, upgrading,
356 demotion or transfer; recruitment or recruitment advertising; layoff or suspension; rates of pay or
357 other forms of compensation; and selection for training including apprenticeships.

358 H. Governing Law. This Agreement has been executed and delivered in, and shall be construed
359 and enforced, in accordance with the laws of the State of Wisconsin and ordinances of Milwaukee
360 County.

361 I. Endorsement. Each signatory to this Agreement represents that he or she has authority from
362 his or her respective Municipality or the County to enter into this Agreement in compliance with
363 Wisconsin State Statutes Section 66.0301.

364 J. Amendments. This Agreement may be amended from time to time by mutual agreement of
365 the Parties provided that any amendment shall be in writing and approved by the respective Parties
366 governing body.

367 K. Assignment. No Party may assign this Agreement.

368 L. Notices. Any notices under this Agreement given to the Parties shall be conclusively
369 deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed or
370 sent electronically [should include to whom notices should be sent for each Party].

371 M. The Municipality and the County shall carry out its obligations under this Agreement in
372 compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996,
373 known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F –
374 Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy
375 of any personally identifiable protected health information (“PHI”) that is collected, processed or
376 learned as a result of Municipality services provided.

377 END OF TERMS – SIGNATURE PAGE FOLLOWS
378

ATTACHMENT A

\$ 1,500,000

30-30-40 FORMULA										
	POPULATION SERVED		30% OF POPULATION	SQ. MILES SERVED		30% OF SQ. MILES	AVG ALS TRANSPORT	40% OF ALS TRANSPORTS		TARGET
Franklin	35,451	3.7%	\$ 16,845	34.69	14.5%	\$ 65,166	4.2%	\$ 24,935	\$ 106,947	
Greendale	14,332	1.5%	\$ 6,810	5.57	2.3%	\$ 10,463	2.5%	\$ 14,985	\$ 32,259	
Greenfield	36,720	3.9%	\$ 17,448	11.52	4.8%	\$ 21,641	7.2%	\$ 43,241	\$ 82,330	
Milwaukee	612,928	64.7%	\$ 291,246	100.4	41.9%	\$ 188,604	52.3%	\$ 313,922	\$ 793,771	
North Shore	65,240	6.9%	\$ 31,000	24.69	10.3%	\$ 46,381	7.9%	\$ 47,585	\$ 124,966	
Oak Creek	35,053	3.7%	\$ 16,656	28.45	11.9%	\$ 53,444	4.5%	\$ 27,006	\$ 97,106	
South Milwaukee	39,577	4.2%	\$ 18,806	9.57	4.0%	\$ 17,977	3.1%	\$ 18,566	\$ 55,349	
Wauwatosa	47,102	5.0%	\$ 22,382	13.25	5.5%	\$ 24,890	9.1%	\$ 54,345	\$ 101,617	
West Allis	60,624	6.4%	\$ 28,807	11.41	4.8%	\$ 21,434	9.2%	\$ 55,415	\$ 105,655	
TOTAL	947,027	100.0%	\$ 450,000	239.55	100.0%	\$ 450,000	100%	\$ 600,000	\$ 1,500,000	

	TEN-YEAR ADJUSTMENT FORMULA TO A NEW 30-30-40 FORMULA											
	2016/2017	10-YR +/-	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027 TARGET
Franklin	\$ 125,004.00	-\$ 1,805.74	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79	\$ 117,781.06	\$ 115,975.32	\$ 114,169.59	\$ 112,363.85	\$ 110,558.12	\$ 108,752.38	\$ 106,947
Greendale	\$ -	\$ 3,225.85	\$ 3,225.85	\$ 6,451.71	\$ 9,677.56	\$ 12,903.41	\$ 16,129.27	\$ 19,355.12	\$ 22,580.97	\$ 25,806.83	\$ 29,032.68	\$ 32,259
Greenfield	\$ 115,149.00	-\$ 3,281.91	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26	\$ 102,021.35	\$ 98,739.43	\$ 95,457.52	\$ 92,175.61	\$ 88,893.69	\$ 85,611.78	\$ 82,330
Milwaukee	\$ 601,066.50	\$ 19,270.44	\$ 620,336.94	\$ 639,607.38	\$ 658,877.82	\$ 678,148.27	\$ 697,418.71	\$ 716,689.15	\$ 735,959.59	\$ 755,230.03	\$ 774,500.47	\$ 793,771
North Shore	\$ 181,252.50	-\$ 5,628.61	\$ 175,623.89	\$ 169,995.27	\$ 164,366.66	\$ 158,738.04	\$ 153,109.43	\$ 147,480.81	\$ 141,852.20	\$ 136,223.58	\$ 130,594.97	\$ 124,966
Oak Creek	\$ 136,591.50	-\$ 3,948.55	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84	\$ 120,797.28	\$ 116,848.73	\$ 112,900.18	\$ 108,951.62	\$ 105,003.07	\$ 101,054.52	\$ 97,106
South Milwaukee	\$ 144,916.50	-\$ 8,956.74	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28	\$ 109,089.54	\$ 100,132.80	\$ 91,176.07	\$ 82,219.33	\$ 73,262.59	\$ 64,305.85	\$ 55,349
Wauwatosa	\$ 97,234.50	\$ 438.28	\$ 97,672.78	\$ 98,111.07	\$ 98,549.35	\$ 98,987.64	\$ 99,425.92	\$ 99,864.21	\$ 100,302.49	\$ 100,740.77	\$ 101,179.06	\$ 101,617
West Allis	\$ 98,785.50	\$ 686.98	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43	\$ 101,533.41	\$ 102,220.39	\$ 102,907.36	\$ 103,594.34	\$ 104,281.32	\$ 104,968.30	\$ 105,655
TOTAL	\$ 1,500,000		\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000

- I. The intent is to adjust the ICC % formula into a known, data driven distribution.
- II. Ten years of adjustment time is calculated to reach the target formula.
- III. The ten year adjustment approach does not guarantee future funding beyond the contract.
- IV. NEW 30-30-40 Formula would be implemented in 2018, year 2 of the contract.
- V. For 2017 and 2018, monies not-to-exceed \$375k and \$250k, respectively, would be distributed at \$30/ALS transport.

City of Oak Creek Common Council Report

Meeting Date: January 3, 2017

Item No.: 9

Recommendation: The Common Council approves the purchase of a new Pierce Quantum fire engine not to exceed \$575,000.

Background: The approved 2017 budget provides funding for the purchase of a new Pierce fire engine. The Department currently maintains four engines; one frontline engine for each of the three fire stations, and one reserve. This new purchase will replace a 1996 Pierce engine which currently serves as the reserve. One of our current frontline engines will be moved to reserve status to allow the new purchase to be placed as a frontline apparatus.

The Department is requesting authorization to enter into a contract with Pierce for this purchase prior to February 1, 2017, as Pierce Manufacturing has informed us there will be a 3% price increase on February 1 which will result in a total price increase of \$17,250. Additionally, the Department recommends that payment for the apparatus is made at the time of contractual agreement as the total purchase will be discounted by \$29,886 for early payment. Entering into an agreement with Pierce prior to February 1 and providing payment at the time of agreement will result in a positive impact of \$47,136 towards the purchase of this apparatus.

Fiscal Impact: The fiscal impact of this purchase is not to exceed the allocated amount of \$575,000.

Respectfully submitted by:




Andrew J. Vickers, M.P.A.
City Administrator

Approved by:



Tom Rosandich
Fire Chief

Fiscal Reviewed by:



Bridget M. Souffrant, OMTW
Finance Director/Comptroller

RELIANT FIRE APPARATUS, INC.

P.O. BOX 470 • SLINGER, WI 53086 • PHONE (262) 297-5020



July 6, 2016

Oak Creek Fire Department
Fire Chief Tom Rosandich
7000 S. 6th Street
Oak Creek, WI 53154

Chief Rosandich,

Please find the following preliminary pricing information for one (1) Pierce PUC pumper mounted on a Quantum chassis per our discussion. The pricing listed below is current pricing as of July 6, 2016.

The current price of the pumper apparatus as configured, prior to any advanced payment or chassis payment discounts, is \$617,293.00. This would be the amount due if the apparatus was paid in full at the time of final inspection and delivery.

As with your previous apparatus purchased this unit would be eligible for an advanced payment discount as well as a chassis payment discount. If this unit is paid for at the time of contract signing an advanced payment discount in the amount of (\$19,146.00) will be earned as well as a chassis payment discount of (\$10,740.00) will be earned. This total discount of (\$29,886.00) would be deducted from the contract amount, and the revised contract amount would be \$587,407.00.

The current delivery time for this type of apparatus is 10.5 – 11.5 months from the time of order entry to Pierce.

Please review the attached Component List for items included within the budgetary pricing proposal. If you have any questions or would like to setup a meeting to review this information please do not hesitate contacting me.

Sincerely,

Brett Krueger

Brett Krueger
Reliant Fire Apparatus, Inc.
Phone: (262) 297-5020

City of Oak Creek Common Council Report

Meeting Date: January 3, 2017

Item No.: 10

Recommendation: That the Council adopts Ordinance No. 2834, amending the Comprehensive Plan and Planned Land Use map for the properties at 331 & 401 E. Oak Street to reflect the change in land use from Planned Office to Planned Industrial.

Background: Greg Thompson, Storage Shop USA, is requesting that the Planned Land Use category and map in the Comprehensive Plan for the properties at 331 & 401 E. Oak Street be changed from Planned Office to Planned Industrial for a residential style, mini-office/warehouse development.

The applicant is proposing to develop a mini-office/warehouse facility at this location. This type of use is not to be confused with traditional, self-storage facilities. The proposed development has a residential design and will be sold as individual units as part of a condominium association. Typical use for this type of development is office and warehouse space for small businesses, contractors, and hobbyists. Included with this report are illustrations of what this type of development would look like.

The Comprehensive Plan currently identifies the subject properties for Planned Office development, the designation for which "includes high-quality professional office and office-support land uses with generous landscaping and limited signage." This land use category further specifies that M-1 uses are not to occur in this land use category. The proposed development is only permitted as a conditional use in our manufacturing zoning district. As a result, the applicant is requesting an amendment to the land use map to planned industrial so that a rezoning of these properties is permissible.

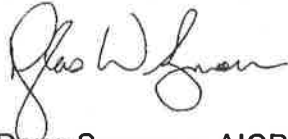
The properties involved with this request are currently zoned Rs-2, single family residential. The parcels on Oak Street have a mix of zoning districts. They include, institutional, manufacturing, and residential. Parcels to the east and west of the subject parcels are zoned Rs-2 and are vacant. There are currently ten parcels zoned Rs-2 on Oak Street. Only two parcels have a residential dwelling. Across from the subject properties are parcels zoned M-1, Manufacturing District. These parcels contains a mix of business and manufacturing uses. Staff believes that the future land use for this area is best suited for a combination of business and manufacturing uses. Although amending the land use map for just two parcels is atypical, staff is currently working on updating the City's land use map and will likely recommend changing this area to planned industrial and/or commercial.

The State of Wisconsin Smart Growth Law requires that all local land use decisions after January 1, 2010 must be consistent with the objectives, goals, and policies contained within the Comprehensive Plan. Approval of these changes to the Comprehensive Plan would potentially allow manufacturing/industrial development of vacant property.

On December 13, 2016, the Plan Commission adopted Resolution 2016-03 amending the Comprehensive Plan and Planned Land Use map for the properties at 331 & 401 E. Oak Street to reflect the change in land use from Planned Office to Planned Industrial.

Fiscal Impact: The amendment to the Comprehensive Plan would give the Council the discretion to approve land uses at this location that may enhance the tax base.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal Review by:

Bridget M. Souffrant
Finance Director / Comptroller

ORDINANCE NO. 2834

BY: _____

AN ORDINANCE ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FOR THE CITY OF OAK CREEK, WISCONSIN

331 & 401 E. Oak Street

(1ST Aldermanic District)

The Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: Pursuant to Section 62.23 of the Wisconsin Statutes, the City of Oak Creek is authorized to prepare and adopt a comprehensive plan and an amendment to a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

SECTION 2: The Common Council, by the enactment of Ordinance No. 2090, formally adopted the document titled "A Comprehensive Plan for the City of Oak Creek" on April 1, 2002.

SECTION 3: The City of Oak Creek published a Class 1 public notice on November 10, 2016 and held a public hearing before the Plan Commission on December 13, 2016.

SECTION 4: The Plan Commission, by a majority vote of the entire Commission at a meeting held on December 13, 2016 adopted Resolution No. 2016-03, amending the adopted Comprehensive Plan for the City of Oak Creek from "Planned Business" to "Planned Industrial" for the properties at 331 & 401 E. Oak Street, and recommending that the Common Council adopt the amendment to the Comprehensive Plan by ordinance.

SECTION 5: The Common Council hereby adopts the proposed amendment to the Comprehensive Plan for the City of Oak Creek from "Planned Business" to "Planned Industrial" for the properties at 331 & 401 E. Oak Street.

SECTION 6: Except as herein modified, the Comprehensive Plan dated April 1, 2002 shall remain in full force and effect.

SECTION 7: The City Clerk is directed to send a copy of this ordinance and the Comprehensive Plan amendment to the parties listed in Section 66.1001(4)(b) of the Wisconsin Statutes.

SECTION 8: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this _____ day of _____, 2017.

Passed and adopted this _____ day of _____, 2017.

President, Common Council

Approved this ____ day of ____, 2017.

Mayor

ATTEST:

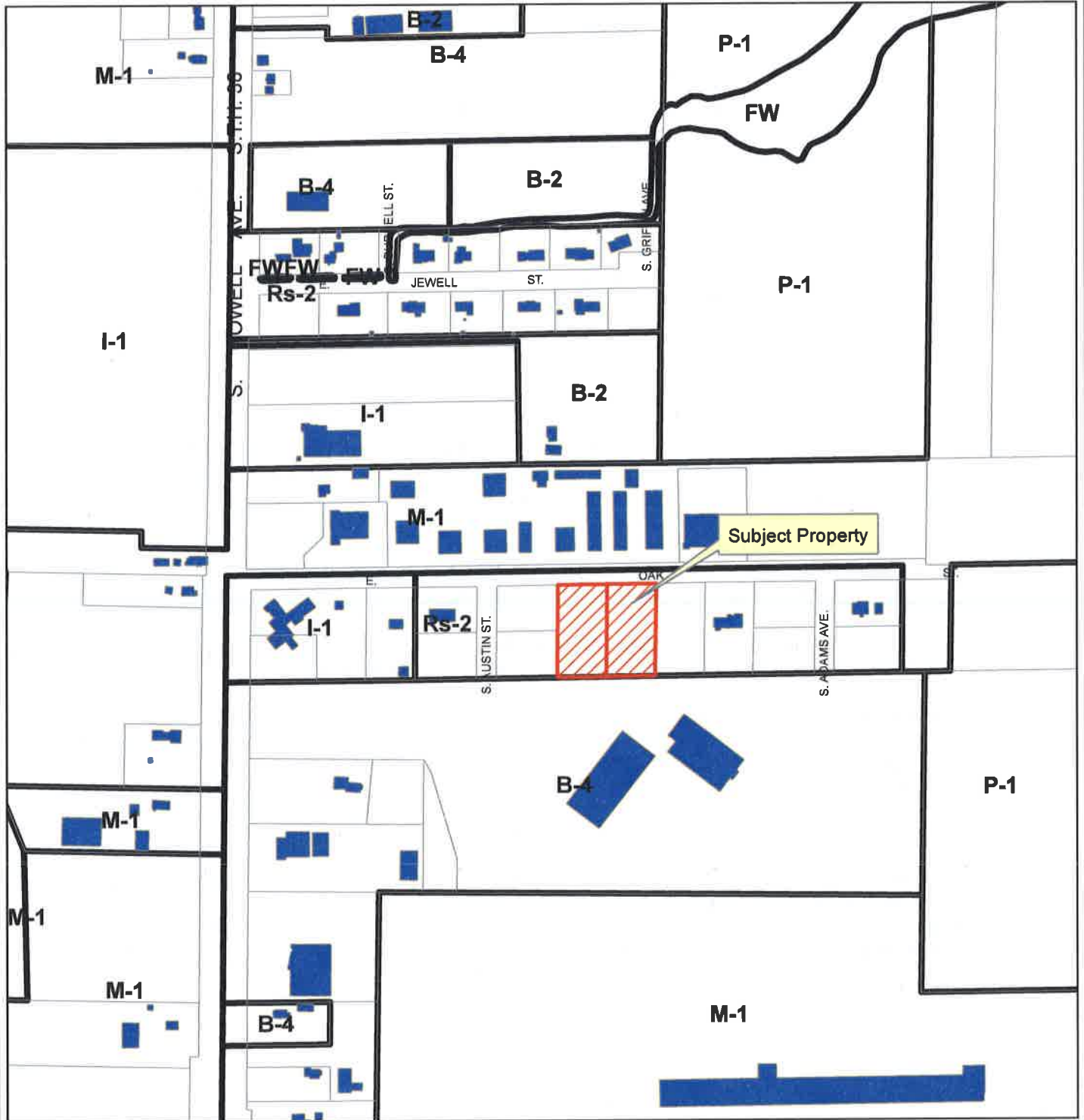
City Clerk

VOTE:

Ayes ____ Noes ____

Location Map

331 & 401 E. Oak Street



This map is not a survey of the actual boundary of any property this map depicts.



OAKCREEK
— WISCONSIN —

Department of Community Development



CLASS 1 NOTICE TO BE PUBLISHED NOVEMBER 10, 2016

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK PLAN COMMISSION**

PURPOSE: The purpose of this public hearing is to consider an amendment to the "2020 Vision – A Comprehensive Plan for the City of Oak Creek" as it relates to the properties at 331 & 401 E. Oak Street.

Hearing Date: Tuesday, December 13, 2016
Time: 6:00 p.m.
Place: Oak Creek City Hall
8040 South 6th St.
Oak Creek, WI 53154
Common Council Chambers

Proposal: The proposed amendment would update the Planned Land Use category and Map 2 in the Comprehensive Plan from "Planned Office" to "Planned Industrial" for the properties at 331 & 401 E. Oak Street.

The Plan Commission may schedule other public meeting items/public hearings for December 13, 2016 at 6:00 PM. This hearing may begin at 6:00 PM or as soon as possible following the conclusion of any other public meeting items/public hearings.

Any person(s) with questions regarding the proposed change(s) may call the Department of Community Development at (414) 766-7027 during regular business hours.

Date of Notice: November 3, 2016

CITY OF OAK CREEK PLAN COMMISSION

By: Stephen Scaffidi, Mayor

PUBLIC NOTICE

PLEASE NOTE: Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000 or write to the ADA Coordinator at the Health Department, City Hall, 8040 S. 6th St., Oak Creek, WI 53154.

MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, DECEMBER 13, 2016

Mayor Scaffidi called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Dickmann, Commissioner Johnston, Commissioner Carrillo, Alderman Guzikowski, Commissioner Siepert and Commissioner Chandler. Commissioner Bukiewicz was excused. Also present: Kari Papelbon, Planner; and Michael Kressuk, Assistant Fire Chief.

Minutes of the November 22, 2016 meeting

Commissioner Dickmann motioned to approve the minutes of the November 22, 2016 meeting. Commissioner Siepert seconded. On roll call: all voted aye, except Commissioner Correll, who abstained as he was not in attendance at the November 22, 2016 meeting. Motion carried.

**PUBLIC HEARING
COMPREHENSIVE PLAN AMENDMENT
2020 VISION – A COMPREHENSIVE PLAN FOR THE CITY OF OAK CREEK
PLANNED LAND USE CATEGORY & MAP 2 PLANNED OFFICE TO PLANNED
INDUSTRIAL
331 & 401 E. OAK ST.
TAX KEY NOS. 733-0008 & 733-0009**

Mayor Scaffidi made first, second, third, and final calls for public comment. Seeing none, the public hearing was closed.

**PUBLIC HEARING
SIGN APPEAL
GIGI'S CUPCAKES
330 W. TOWN SQUARE WAY
TAX KEY NO. 813-9050**

Mayor Scaffidi made first, second, third, and final calls for public comment. Seeing none, the public hearing was closed.

**COMPREHENSIVE PLAN AMENDMENT
2020 VISION – A COMPREHENSIVE PLAN FOR THE CITY OF OAK CREEK
PLANNED LAND USE CATEGORY & MAP 2 PLANNED OFFICE TO PLANNED
INDUSTRIAL
331 & 401 E. OAK ST.
TAX KEY NOS. 733-0008 & 733-0009**

Commissioner Chandler asked if this area will be transitioned to all industrial. Ms. Papelbon responded that staff is proposing to match the existing uses in the future and where these properties tend to be trending would be to change the Comprehensive Plan to Planned Industrial. It doesn't necessarily mean the zoning would change. That would come at a later date.

Mayor Scaffidi asked for examples of what might be considered an allowed use here. Ms. Papelbon responded that the proposal is to have condominium units. In the future, an M-1 zoning would be required for these to be able to be constructed. Because it is a conditional use, there would be things to consider such as buffers, landscaping, hours of operation, and fencing.

These are going to be residential in design so they would have more of a neighborhood look to them, so staff would be looking at the architectural standards whether they would meet the 75% brick, glass, masonry; those kinds of things. In the future, if these were to not be developed or if other properties in the area would be rezoned to M-1, similar uses would be allowed in the area.

Commissioner Dickmann stated he likes the concept. His concern is if this gets changed to manufacturing that the existing two residential units get grandfathered in. Ms. Papelbon responded that the use would remain until such time as a proposal would be for redevelopment. The residential nature of the properties that are currently developed would not change.

Commissioner Siepert asked if they plan to sell each one of these units or do they plan to rent them or a combination. Ms. Papelbon responded that her understanding is that they are going to be sold as condos and that they would be part of the condominium association. All of the joint uses on the property (the access, the maintenance of the property) would all be taken care of by the association.

Commissioner Dickmann motioned that the Plan Commission adopts Resolution 2016-03, amending the Comprehensive Plan and Planned Land Use map for the properties at 331 & 401 E. Oak Street to reflect the change in land use from Planned Office to Planned Industrial, following a public hearing and adoption by the Common Council. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

**SIGN APPEAL
GIGI'S CUPCAKES
330 W. TOWN SQUARE WAY
TAX KEY NO. 813-9050**

Mayor Scaffidi asked if this sign appeal request served a functional use and not a signage use. Ms. Papelbon responded, correct, however anything that covers the windows completely falls under the category of signs in the Drexel Town Square MUPPD.

Commissioner Correll stated it looks like a good use and a good place for it to happen.

Larry Haase, Gigi's Cupcakes, 330 W. Town Square Way, stated that the applique is put on with water. It is an adhesive that sticks to the window and provides a layer of security as well through the window. Commissioner Correll stated it is a good use for it and where it is placed he does not have a problem with it.

Commissioner Siepert asked if this is just the first level. Mr. Haase responded yes.

Commissioner Carillo stated she does not personally love the idea of these big white out areas in the new town center. She asked why there are transoms above and why they are not leaving them clear to let light in. Mr. Haase responded that from the parking lot, you can still see the ones on top. Mr. Haase said they have things that are up top and are visible. Mr. Haase stated where they are showing where the window is that is where the separation of the door is, front of house, back of house, so the front of house is everything glass around it and the back of house is what they are trying to cover up. Commissioner Carillo stated it seems like there is an opportunity to put a logo or something on there so it is not a big whited out area. Commissioner Carillo suggested having the logo on there. Ms. Papelbon responded that having the logo on there would probably not be enough to cover it completely for their back of house purposes, and the City cannot regulate content of signage.

Commissioner Dickmann stated there was a similar situation that came before the Plan Commission with the dental clinic. Commissioner Dickmann stated that the difference is the

RESOLUTION NO. 2016-03

**A RESOLUTION ADOPTED BY THE PLAN COMMISSION AMENDING THE ADOPTED
COMPREHENSIVE PLAN FOR THE
CITY OF OAK CREEK, IN MILWAUKEE COUNTY, WISCONSIN**

WHEREAS, Sections 62.23 and 66.0295 of the Wisconsin Statutes establish the required procedure for a local government to adopt a Comprehensive Plan; and

WHEREAS, the City of Oak Creek Plan Commission has the authority to amend the Comprehensive plan by resolution and also to recommend that the Common Council adopt the Comprehensive Plan; and

WHEREAS, the City of Oak Creek has proposed an amendment to the "2020 Vision – A Comprehensive Plan for the City of Oak Creek" designating the properties at 331 & 401 E. Oak Street as "Planned Industrial;" and

WHEREAS, the City has duly noticed a public hearing on the aforementioned amendment to the "2020 Vision – A Comprehensive Plan for the City of Oak Creek" and the Plan Commission has held the public hearing following the procedures in Section 66.0295(4)(d), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED that the Plan Commission of the City of Oak Creek hereby adopts the amendment to the Comprehensive Plan designating the properties 331 & 401 E. Oak Street as "Planned Industrial," recognizing that the Common Council must also adopt the amendment to the Comprehensive Plan for it to become effective; and

BE IT FURTHER RESOLVED that the Secretary of the Plan Commission certifies a copy of the amendment to the Common Council; and

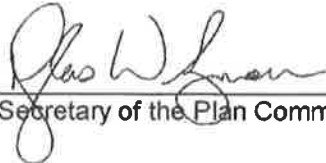
BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Common Council adopts the amendment to the Comprehensive Plan by ordinance.

Passed and adopted this 13th day of December, 2016



Plan Commission Chair

Attest:



Secretary of the Plan Commission

Illustrations



Handwritten mark



- GENERAL NOTES**
- SPECIALTY ITEM CONTROLS AND DIMENSIONS BASED ON 15-1020.18(1) AND 15-1020.18(2) PUBLICLY AVAILABLE ON CITY, COUNTY AND SOUVENIR REGIONAL PLANNING COMMISSION WEBSITE. SPECIAL CONTROLS SHALL BE AS HIGHLY AS FEASIBLE FOR ANY CONDITION SUBMITTED THAT WILL AFFECT A RECALL OF A MUNICIPAL OR COUNTY ENGINEER'S SIGNATURE FROM THE SUPPLIER TO THE CONTRACTOR.
 - THE BENCHMARK LOCATIONS ARE SHOWN FOR REFERENCE ONLY ON THIS PLAN. THE BENCHMARK SHALL BE VALIDATED BY LICENSED SURVEYORS PRIOR TO CONSTRUCTION. CONTRACTOR ASSUMES RESPONSIBILITY FOR BENCHMARK ELEVATION DATA, COVERED.
 - CONTRACTOR TO OBTAIN APPROPRIATE PERMITS FOR STREET OPENINGS & TO HOLD THEM THE DURATION OF WORK.
 - UPPER ENGINEERING SHALL BE USED TO VERIFY ALL DIMENSIONS AND DEPTHS. ANY DEVIATIONS BY THE BENCHMARK LOCATIONS FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DEVIATIONS SHALL BE NOTICED BY REGULATORY AGENCIES.
 - IF ANY CORRECTIONS, DISCREPANCIES OR CHANGES WITHIN THE PLAN BECOME NECESSARY IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION SO THAT CORRECTIONS OR REVISIONS MAY OCCUR.
 - ALL MUNICIPAL UTILITY CONDUITS, MAINS, IN-TREE PUBLIC UTILITIES AND PUBLIC CONDUITS SHALL BE IN ACCORDANCE WITH CITY OF OAK CREEK STANDARDS SPECIFICATIONS.

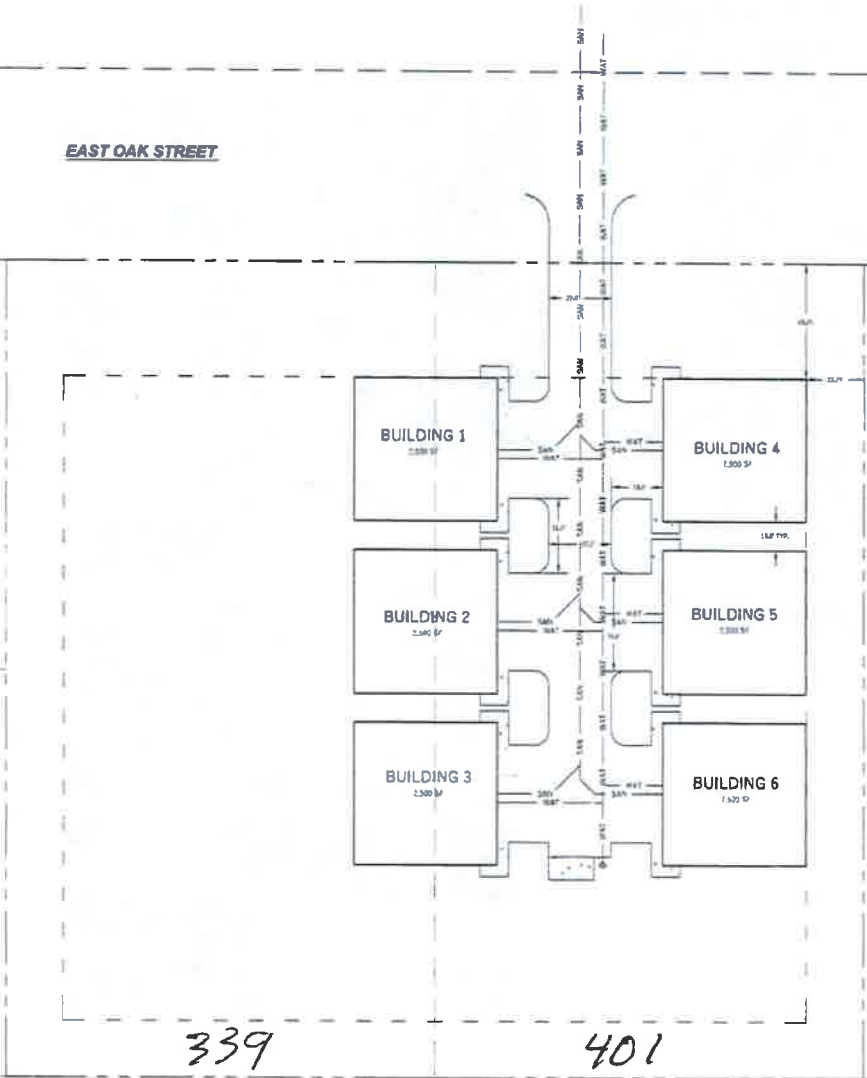
SITE INFORMATION BLOCK:

SITE ADDRESS: 381 AND 401 EAST OAK STREET
 SITE ACRES: LOTS 3 AND 4: 2.98 AC
 USE OF PROPERTY: OFFICE / WAREHOUSE / STORAGE / BUSINESS

NUMBER OF UNITS: 00

NEW IMPROVED SURFACE AREA
 ROOF TOP: 19,000 SQ FT
 PAVEMENT: 3,715 SQ FT
 TOTAL IMPROVED SURFACE AREA: 22,715 SQ FT
 PERCENT IMPROVED: 52.8%

EAST OAK STREET



WYSER

XXX

STORAGE SHOP USA - OAK CREEK

OAK CREEK, MILWAUKEE COUNTY, WI

401 E. OAK STREET
OAK CREEK, WI 53154

SITE PLAN

Graphic Scale

0 5' 10' 20' 30'

Year Number: 16-0337

Sht Type: SCHEMATIC

Date Issued: 07/07/2016

Sheet Number: C100

DIAGNOSIS & HOTLINE

Toll Free (800) 242-8591 or 811

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change to M1



DWG: 16-0337-01-101710-11-01000000.dwg, Date Plotted: Jul 07, 2016, 13:17:00

City of Oak Creek Common Council Report

Meeting Date: January 3, 2017

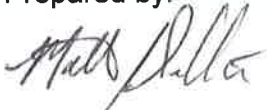
Item No.: 11

Recommendation: To concur with the recommendations of the Traffic and Safety Commission to approve the installation of "No Parking Anytime" signs on south side of E. Centennial Drive at the private driveways for Centennial Apartments. (Aldermanic District 3)

Background: No Parking – Engineering described the request that was received by a resident in the Centennial Apartments and that the resident recently witnessed an accident which caused the request. The request stated that when cars are parked on both sides of the driveways it blocks vision of oncoming vehicles traveling on E. Centennial Drive (30 mph speed limit). The signs will be installed thirty (30) feet from the driveways. The commission members discussed the request and agreed that a vision problem does exist when vehicles are parked along E. Centennial Drive. The members all agreed that this request was reasonable and should be recommended for approval.

FISCAL IMPACT: Street Department will construct and install signs.

Prepared by:



Matthew J. Sullivan, P.E.
Design Engineer

Respectfully submitted,

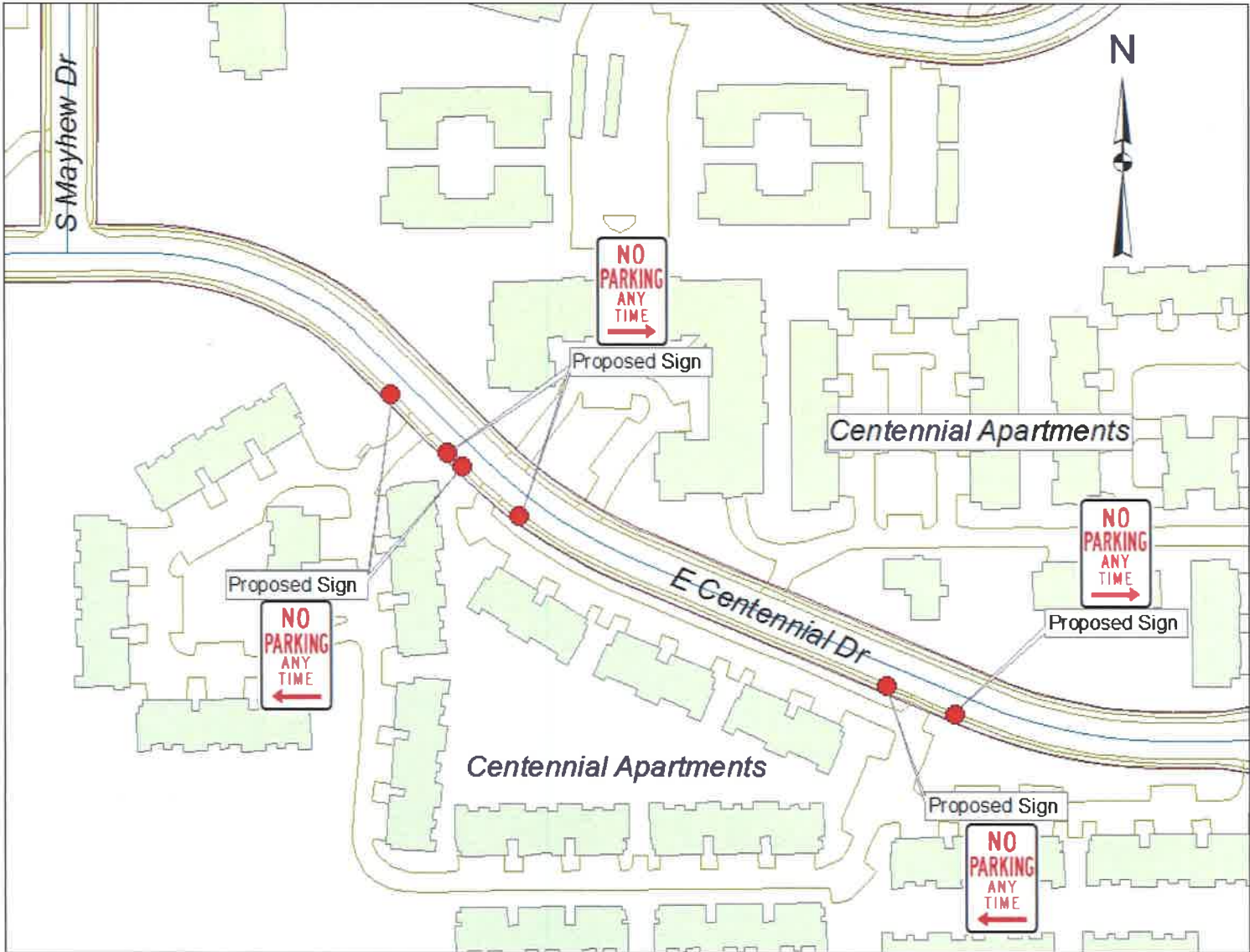


Andrew J. Vickers, M.P.A.
City Administrator

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller



PROCEEDINGS, COMMON COUNCIL MEETING
TUESDAY, DECEMBER 20, 2016, 7:00 P.M.

CITY OF OAK CREEK
MILWAUKEE COUNTY

1. Mayor Scaffidi called the meeting to order at 7:00 p.m. On roll call, the following alderpersons were present: Ald. Kurkowski, Ald. Bukiewicz, Ald. Verhalen, Ald. Toman, Ald. Gehl, and Ald. Guzikowski.

Also present were City Attorney Melissa Karls, Interim Health Officer Anne Barberena, Communications Coordinator Leslie Flynn, Streets, Parks & Forestry Director Ted Johnson, Fire Chief Thomas Rosandich, Human Resource Manager Becky Schermer, Community Development Director Douglas Seymour, City Engineer / Acting Building Commissioner Michael Simmons, Finance Director/Comptroller Bridget Souffrant, City Administrator Andrew Vickers, and City Clerk Catherine Roeske.

2. The meeting began with the Pledge of Allegiance being said by all present.
3. Ald. Kurkowski, seconded by Ald. Guzikowski, moved to approve the minutes of the 12/6/16 and 12/9/16 meetings as published. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

4. **PRESENTED AND ADOPTED: RESOLUTION NO. 11778-122016, RESOLUTION OF APPRECIATION TO DAVID M. SORREM, RETIRING UTILITY SERVICE WORKER.**

Ald. Gehl, seconded by Ald. Guzikowski, moved to adopt Resolution No. 11778-122016, a Resolution of Appreciation to David M. Sorrem, retiring Utility Service Worker. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

5. **PUBLIC HEARING HELD TO CONSIDER CITY'S INTENTION TO EXERCISE POWER UNDER SECTION 3.200 OF MUNICIPAL CODE OF CITY TO LEVY SPECIAL ASSESSMENTS UPON ABUTTING PROPERTY FOR BENEFITS CONFERRED UPON SUCH PROPERTY FRONTING ON 3280 AND 3310 E. KENDER LN.**

A public hearing was held to consider the City's intention to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon such property fronting on 3280 and 3310 E. Kender Ln. (See item No. 6 for action on this hearing).

6. **DIRECTED HELD: RESOLUTION NO. 11780-122016, AUTHORIZING PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY (KENDER LANE CSM – PROJECT NO. 05061).**

Ald. Gehl, seconded by Ald. Toman, moved to hold action on Resolution No. 11780-122016, authorizing public improvements and levying special assessments against benefitted property (Kender Lane CSM – Project No. 05061). On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

7. **PUBLIC HEARING HELD TO CONSIDER CITY'S INTENTION TO EXERCISE ITS POWERS UNDER SECTION 3.200 OF MUNICIPAL CODE OF CITY OF OAK CREEK TO LEVY SPECIAL ASSESSMENTS UPON ABUTTING PROPERTY FOR BENEFITS CONFERRED UPON PROPERTIES AT TAX KEY NOS. 958-0001, 958-0002, 958-0003, 958-0005, 958-0007, 958-0011, 958-0013, 958-0015, 958-0016, 958-0035, AND 958-0036.**

A public hearing was held to consider the City's intention to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon properties at Tax Key Nos. 958-0001, 958-0002, 958-0003, 958-0005, 958-0007, 958-0011, 958-0013, 958-0015, 958-0016, 958-0035, and 958-0036. (See item No. 8 for action on this hearing).

8. **PRESENTED AND ADOPTED: RESOLUTION NO. 11779-122016, AUTHORIZING PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY (WILLOW CREEK SUBDIVISION – PROJECT NO. 04056).**

Ald. Gehl, seconded by Ald. Guzikowski, moved to adopt Resolution No. 11779-122016, authorizing public improvements and levying special assessments against benefitted property (Willow Creek Subdivision – Project No. 04056). On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

9. **PUBLIC HEARING HELD TO CONSIDER REQUEST SUBMITTED BY SHAWN MCKIBBEN, OAK PARK PLACE, FOR AMENDMENT TO TIME OF COMPLIANCE SECTION OF EXISTING CUP AFFECTING PROPERTY AT 1980 W. RAWSON AVE.**

A public hearing was held to consider a request submitted by Shawn McKibben, Oak Park Place, for an amendment to the Time of Compliance section of the existing Conditional Use Permit affecting the property at 1980 W. Rawson Ave. (See Item No. 10 for action on this hearing).

10. **PRESENTED AND ADOPTED: ORDINANCE NO. 2833, AMENDING ORDINANCE NO. 2747, EXTENDING SECTION 11, TIME OF COMPLIANCE, TO DEADLINE OF MAY 31, 2017, FOR COMMENCEMENT OF CONSTRUCTION OF PHASE I ON PROPERTY LOCATED AT 1980 W. RAWSON.**

Ald. Bukiewicz, seconded by Ald. Kurkowski, moved to adopt Ordinance No. 2833, amending Ordinance No. 2747, to extend Section 11, Time of Compliance, to a deadline of May 31, 2017, for the commencement of construction of Phase I on the property located at 1980 W. Rawson Ave. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

11. **PRESENTED AND ADOPTED: RESOLUTION NO. 11782-122016, APPROVING LEASE AGREEMENT BETWEEN SOUTH SUBURBAN CHAMBER OF COMMERCE AND CITY.**

Ald. Gehl, seconded by Ald. Toman, moved to adopt Resolution No. 11782-122016, approving a lease agreement between the South Suburban Chamber of Commerce and the City of Oak Creek, subject to any technical modifications by the City Administrator and City Attorney. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

12. **PRESENTED AND ADOPTED: RESOLUTION NO. 11775-122016, ASSIGNING FUND BALANCE OF ECONOMIC DEVELOPMENT FUND.**

Ald. Gehl, seconded by Ald. Guzikowski, moved to adopt Resolution No. 11775-122016, assigning the fund balance for the Economic Development Fund. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

13. **COUNCIL APPROVES VENDOR SUMMARY REPORT.**

Ald. Gehl, seconded by Ald. Guzikowski, moved to approve the Vendor Summary Report in the amount of \$678,425.57. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

14. **PRESENTED AND ADOPTED: RESOLUTION NO. 11783-122016, APPROVING EXTENSION TO MOU BY AND BETWEEN CITY OF OAK CREEK AND CITY OF SOUTH MILWAUKEE FOR INTERIM HEALTH OFFICER SERVICES.**

Ald. Kurkowski, seconded by Ald. Bukiewicz, moved to adopt Resolution No. 11783-122016, approving an extension to a Memorandum of Understanding by and between the City of Oak Creek and the City of South Milwaukee for Interim Health Officer Services. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

15. **PRESENTED AND ADOPTED: RESOLUTION NO. 11784-122016, ACCEPTING PROPOSAL AND AUTHORIZING WORK OF PUBLIC POLICY FORUM REGARDING EXPLORATION OF PUBLIC HEALTH SERVICE SHARING IN OAK CREEK AND SOUTH MILWAUKEE.**

Ald. Kurkowski, seconded by Ald. Bukiewicz, moved to adopt Resolution No. 11784-122016, accepting a proposal and authorizing the work of the Public Policy Forum regarding exploration of Public Health Service Sharing in Oak Creek and South Milwaukee. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

16. **COUNCIL AUTHORIZES STREETS, PARKS AND FORESTRY DEPARTMENT TO PURCHASE REPAIR PARTS FOR CITY'S TUB GRINDER FROM W.H.O. MANUFACTURING COMPANY IN AMOUNT OF \$26,875.20.**

Ald. Gehl, seconded by Ald. Guzikowski, moved to authorize the Streets, Parks and Forestry Department utilization of funding within their current Fiscal Year 2016 budget to purchase repair parts for the City's tub grinder from W.H.O. Manufacturing Company in the amount of \$26,875.20. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

17. **COUNCIL AUTHORIZES PURCHASE OF NEW JOHN DEERE GATOR TH6X4 VEHICLE, FROM PROVEN POWER, INC., IN THE AMOUNT OF \$14,250.91.**

Ald. Kurkowski, seconded by Ald. Bukiewicz, moved to authorize the purchase of a new John Deere Gator TH6x4 vehicle to use for various maintenance projects throughout the City, from Proven Power, Inc., in the amount of \$14,250.91. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

18. **PRESENTED AND ADOPTED: RESOLUTION NO. 11773-122016, ACCEPTING WORKMANSHIP AND AUTHORIZING FINAL PAYMENT TO BCF CONSTRUCTION.**

Ald. Toman, seconded by Ald. Guzikowski, moved to adopt Resolution No. 11773-122016, accepting the workmanship and authorizing final payment to BCF Construction. This project involved the installation of street improvements in Weatherly Drive (Project No. 14034). On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

19. **PRESENTED AND ADOPTED: RESOLUTION NO. 11774-122016, ACCEPTING WORKMANSHIP AND AUTHORIZING FINAL PAYMENT TO RLP DIVERSIFIED.**

Ald. Toman, seconded by Ald. Guzikowski, moved to adopt Resolution No. 11774-122016, accepting the workmanship and authorizing final payment to RLP Diversified. This project involved bluff soil removal improvements in Lake Vista North (Project No. 14034). On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

20. **PRESENTED AND ADOPTED: RESOLUTION NO. 11776-122016, ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AND RELEASE FOR DTS (PROJECT NO. 13050 AND 13051).**

Ald. Bukiewicz, seconded by Ald. Kurkowski, moved to adopt Resolution No. 11776-122016, accepting dedication of the public improvements and release for Drexel Town Square (Project No. 13050 and 13051). On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

21. **PRESENTED AND ADOPTED: RESOLUTION NO. 11777-122016, AUTHORIZING CONTRACT EXTENSION AND ADDENDUM TO CITY CONTRACT SPECIFICATIONS FOR 2015-16 PRIVATE PROPERTY MAINTENANCE PROJECTS.**

Ald. Gehl, seconded by Ald. Guzikowski, moved to adopt Resolution No. 11777-122016, authorizing a Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-16 Private Property Maintenance Projects. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye. Ald. Verhalen abstained from voting.

22. **COUNCIL GRANTS OPERATOR'S LICENSE TO MAHESHINDER BIRING, 3612 WILLOW LN., SOUTH MILWAUKEE.**

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant an Operator license to Maheshinder Biring, 3612 Willow Ln., South Milwaukee (Meijer). On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

23. **COUNCIL GRANTS OPERATOR'S LICENSES.**

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant an Operator's license to:

- Micah C. Currie, 361 W. Swan Cercle (Kwik Trip)
- Laura J. Manke, 2805 15th Ave., South Milwaukee (Kwik Trip)
- Janice L. Malnory, 265 E. Fieldstone Cir. (Kwik Trip)
- John J. Fenelon, 3558 E. Cudahy Ave. Cudahy (Kwik Trip)
- Emilio E. Paez, 7950 S. Wake Forest Dr. (Kwik Trip)
- Matthew D. Tulod, 8050 S. Wildwood Dr. (Kwik Trip)

- Amanda K. Barnhart, 7971 S. 6th St. (Pizza Man)
 - Kristy N. Eyler, 2535 N. Prospect Ave., Milwaukee (Pizza Man)
 - Arlette R. Balistreri, 9004 W. Mitchell St., West Allis (Vivere Italian Restaurant)
 - Jeta Rusidovski, 2120 E. Oak Ridge Ln. (Vivere Italian Restaurant)
 - Alejandro J. Garcia, 6461 S. Crabapple Ct. (Meijer)
 - Paul L. Schwabe, 4146 S. 58th St., Milwaukee (Meijer)
 - Sarah L. Beattle, 7289 S. Quincy Ave. (Meijer)
 - Michelle A. Kawczynski, 19360 W. Hillcrest Dr., New Berlin (Meijer event)
 - Zaida E. Ramirez, 2232 N. 26th St., Milwaukee (PDQ)
 - Deonte J. Burnett-Jensen, 8056 S. Wildwood Dr. (Pick 'n Save)
 - Jennifer M. Anderson, 1320 Minnesota Ave., South Milwaukee (Pick 'n Save)
 - William D. McCulley, 3640 S. 16th St., Milwaukee (Pick 'n Save)
 - Abigail C.H. Parks, 9126 Broadway Dr., Sturtevant (Pick 'n Save)
 - Austin J. Barry, 6228 238th Ave., Salem (Applebee's)
- On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

24. **COUNCIL GRANTS TEMPORARY CLASS B BEER LICENSE TO ROLAND KOMOROWSKI, AGENT, MATTHEW PARISH, 9303 S. CHICAGO RD., FOR ST. MATTHEW PARISH-HOLY NAME SOCIETY EVENT, 2/24/2017.**

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant a Temporary Class B Beer license to Roland Komorowski, Agent on behalf of St. Matthew Parish, 9303 S. Chicago Rd., for St. Matthew Parish – Holy Name Society event to be held on February 24, 2017. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

25. **COUNCIL GRANTS CHANGE OF AGENT TO LOVE'S TRAVEL STOPS & COUNTRY STORES, 9650 S. 20TH ST., TO PAUL JUSTICE, 3827 E. EDGERTON AVE., CUDAHY.**

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant a Change of Agent to Love's Travel Stops & Country Stores, 9650 S. 20th St., from Charles Campbell to Paul Justice, 3827 E. Edgerton Ave., Cudahy. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

26. **COUNCIL GRANTS ADULT ENTERTAINMENT BUSINESS LICENSE FOR 2017 LICENSING YEAR TO SJB LLC, STEPHANIE HIGGINS, AGENT, DBA THE NEW SPICE II, 7070 S. 27TH ST.**

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant an Adult Entertainment Business License for the 2017 licensing year to SJB LLC, Stephanie Higgins, Agent, dba The New Spice II, 7070 S. 27th St., with issuance subject to payment of 2016 personal property taxes and departmental inspections / approvals. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

27. **COUNCIL GRANTS EMPLOYEE LICENSE FOR 2017 LICENSING YEAR FOR THE NEW SPICE II TO MARY E. STAAT, 6123 S. 37TH ST., GREENFIELD.**

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant an Employee License for 2017 Licensing Year for The New Spice II to Mary Staat, 6123 S. 37th St., Greenfield. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

28. COUNCIL CONVENES INTO CLOSED SESSION.

Ald. Gehl, seconded by Ald. Guzikowski, moved to convene into Closed Session at 8:28 p.m., pursuant to Wisconsin State Statutes to discuss the following:

- a. Section 19.85(1)(g) to consider a proposed Settlement Agreement and Release of Claim related to a Notice of Claim filed by Terri R. Meyer regarding an injury sustained at the Oak Creek Recycling Center on May 28, 2016.
- b. Section 19.85(1)(e) to discuss the terms of a proposed development agreement, including a TIF incentive grant, for property owned by Woodman's Food Market, Inc. consisting of approximately four acres located at 8142 South 6th Street.

On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

29. COUNCIL RECONVENES INTO OPEN SESSION.

Ald. Gehl, seconded by Ald. Guzikowski, moved to reconvene into Open Session at 8:44 p.m. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

30. COUNCIL APPROVES SETTLEMENT AGREEMENT AND RELEASE OF CLAIM, GRANTS CLAIM IN TOTAL AMOUNT OF \$3,003.79, UPON RECEIPT OF SIGNED SETTLEMENT AGREEMENT AND RELEASE OF CLAIM BY TERRI R. MEYER.

Ald. Bukiewicz, seconded by Ald. Guzikowski, moved to approve the Settlement Agreement and Release of Claim and to grant the claim in the total amount of \$3,003.79, upon receipt of a signed Settlement Agreement and Release of Claim by Terri R. Meyer. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

ADJOURNMENT.

Ald. Gehl, seconded by Ald. Guzikowski, moved to adjourn this meeting at 8:45 p.m. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Bukiewicz, aye; Ald. Verhalen, aye; Ald. Toman, aye; Ald. Gehl, aye; and Ald. Guzikowski, aye.

ATTEST:

Catherine A. Roeske, City Clerk

Stephen Scaffidi, Mayor

